

COPY

THE CORPORATION OF THE CITY OF VERNON

BYLAW NUMBER 5316

A bylaw to amend the
'Intermunicipal Emergency Operations Service Bylaw Number 5249, 2010'

WHEREAS the Intermunicipal Participants have agreed to establish an intermunicipal scheme in relation to Emergency Operations Services for which they have authority under the *Community Charter* or the *Local Government Act*;

AND WHEREAS the agreement previously entered into to establish the Intermunicipal scheme in relation to Emergency Operations Services provides for the addition of a new party to that agreement, subject to certain conditions;

AND WHEREAS the nature the service is such that the interests of the inhabitants of the region are best served without reference to municipal boundaries;

AND WHEREAS the Community Charter provides that two or more municipalities may, by bylaw adopted by the council of each participating municipality, establish an intermunicipal scheme in relation to one or more matters for which they have authority under the Community Charter or the Local Government Act;

AND WHEREAS the Local Government Act provides that a regional district may by resolution or bylaw of its board of directors, enter into agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, other than the exercise of regulatory authority, including agreements respecting the undertaking, provision and operation of activities, works and services;

NOW THEREFORE the Council of the City of Vernon enacts as follows:

Citation

1. This bylaw may be cited as "Intermunicipal Emergency Operations Service Amending Bylaw Number 5316, 2011."

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Definitions and Interpretation

2. In this bylaw

(a) "Intermunicipal Participant" means, subject to section 7, the City of Vernon, District of Coldstream, Village of Lumby, Township of Spallumcheen, City of Armstrong, City of Enderby, and Regional District of North Okanagan.

(b) "Service" means the matter listed in section 3.

Service

3. The matter in respect of which the intermunicipal scheme is established is "Emergency Operations Services".

Regulatory Bylaws

4. An Intermunicipal Participant must not separately exercise its authority in relation to the matters listed in section 3, except as agreed under the agreement attached as **Schedule A**.

5. Without limiting section 4, the bylaw of a particular Intermunicipal Participant applies within that Participant's boundaries.

Agreement

6. The City of Vernon enters into and the Mayor and Corporate Officer are authorized to execute the amended Agreement which is attached to and forms part of this bylaw as set out in **Schedule A**.

Withdrawal

7. Subject to the agreement attached as Schedule A, an Intermunicipal Participant may withdraw from the intermunicipal Service by adopting a withdrawal bylaw and delivering a copy to the other Parties on or before December 31 of the calendar year that is two years prior to the calendar year in respect of which the withdrawal will have taken effect.

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READ A FIRST TIME this 13th day of June, 2011.

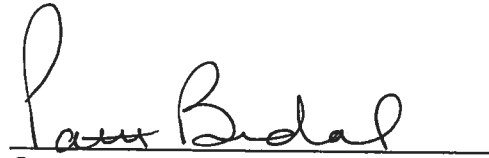
READ A SECOND TIME this 13th day of June, 2011.

READ A THIRD TIME this 13th day of June, 2011.

ADOPTED this 27th day of June, 2011.



Mayor



Corporate Officer

SCHEDULE 'A'
Attached hereto and forming part of
Bylaw 5316

THIS AGREEMENT dated for reference the ____ day of _____, 2011.

AMONG:

CITY OF VERNON, a municipal corporation incorporated under the *Local Government Act*, 3400 - 30th Street, Vernon, BC V1T 5E6

("Vernon")

AND:

DISTRICT OF COLDSTREAM, a municipal corporation incorporated under the *Local Government Act*, 9901 Kalamalka Road, Coldstream, BC V1B 1L6

("Coldstream")

AND:

VILLAGE OF LUMBY, a municipal corporation incorporated under the *Local Government Act*, Box 430, 1775 Glencaird Street, Lumby, BC V0E 2G0

("Lumby")

AND:

TOWNSHIP OF SPALLUMCHEEN, a municipal corporation incorporated under the *Local Government Act*, 4144 Spallumcheen Way, Spallumcheen, BC V0E 1B6

("Spallumcheen")

AND:

CITY OF ARMSTRONG, a municipal corporation incorporated under the *Local Government Act*, Box 40 Armstrong, BC V0E 1B0

("Armstrong")

AND:

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CITY OF ENDERBY, a municipal corporation incorporated under the *Local Government Act*, Box 400, Enderby, BC V0E 1V0

("Enderby")

AND:

REGIONAL DISTRICT OF THE NORTH OKANAGAN, a regional district incorporated under the *Local Government Act*, 9848 Aberdeen Road, Coldstream, BC V1B 2K9

("RDNO")

GIVEN THAT:

- A. Coldstream and Vernon as partners established a joint Emergency Operations Service, and now wish to include other local governments at the request of those local governments;
- B. Section 14 of the *Community Charter* provides that two or more municipalities may establish an intermunicipal scheme in relation to one or more matters for which they have authority under the *Community Charter* or the *Local Government Act*;
- C. Section 176 of the *Local Government Act* provides that a regional district may by resolution or bylaw of its board of directors, enter into agreements with a public authority respecting activities, works or services within the powers of a party to the agreement, other than the exercise of regulatory authority, including agreements respecting the undertaking, provision and operation of activities, works and services;
- D. Each of the municipal Parties has enacted a Bylaw and amended that Bylaw under section 14 of the *Community Charter* and the regional district party has enacted a Bylaw under section 176 of the *Local Government Act* to establish an intermunicipal scheme in relation to a number of Intermunicipal Services ("Services") defined in the Bylaw;
- E. Under section 6 of the Bylaw, the Parties will provide the Intermunicipal Services in accordance with this Agreement and under section 7 of the Bylaw a Party may withdraw from a Service in accordance with this Agreement;
- F. The Parties to this Agreement face significant hazards, including mass evacuations due to interface fires and pandemic influenza, and the Parties

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recognize the need to expand emergency social services capabilities throughout the area of Regional District of North Okanagan, and so the Parties wish to share the costs of the Intermunicipal Services to realize economies of scale and to provide more robust levels of Emergency Operations Services;

THIS AGREEMENT WITNESSES that in consideration of their mutual covenants and agreements, and the payment by each Party of ten (\$10.00) dollars to each of the other Parties, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant each with the others as follows:

PART 1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement,

- (a) "Available Cash" means the amount by which cash on hand or on deposit with banks and other financial institutions, Available Credit, and the realizable value of short-term investments not otherwise pledged or required to be maintained as collateral or otherwise committed for the purpose of the Intermunicipal Services, any of which is held by or on behalf of the Intermunicipal Services, exceeds all unpaid cheques issued on and every overdraft in an Intermunicipal Services Account;
- (b) "Financial Plan" means the Operating Financial Plan, Maintenance Financial Plan and Capital Financial Plan;
- (c) "Business Day" means any day except Saturdays, Sundays and statutory holidays in effect in British Columbia;
- (d) "Bylaw" means the Intermunicipal Emergency Operations Service Bylaw, originally adopted by each of the Parties as follows, as amended from time to time:
 - (i) Intermunicipal Emergency Operations Service Bylaw No. 5249 2010, adopted by the Council of the City of Vernon on the 10th day of May, 2010;
 - (ii) Intermunicipal Emergency Operations Service Bylaw No. 1569 2010, adopted by the Council of the District of Coldstream on the 14th day of June, 2010;
 - (iii) Intermunicipal Emergency Operations Service Bylaw No. 710, 2010, adopted by the Council of the Village of Lumby on the 3rd day of May, 2010;

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- (iv) Intermunicipal Emergency Operations Service Bylaw No. 1776, 2010, adopted by the Council of the Township of Spallumcheen on the 10th day of May, 2010;
 - (v) Intermunicipal Emergency Operations Service Bylaw No. 1651, 2010, adopted by the Council of the City of Armstrong on the 10th day of May, 2010;
 - (vi) Intermunicipal Emergency Operations Service Bylaw No. 1462, 2010, adopted by the Council of the City of Enderby on the 17th day of May, 2010;
 - (vii) Intermunicipal Emergency Operations Service Bylaw No. _____, 2011, adopted by the Board of the Regional District of the North Okanagan on the _____ day of _____, 2011;
- (e) "Capital Financial Plan" has the meaning given to it in Section 7.6;
- (f) "Capital Costs" means expenditures incurred or accrued by or on behalf of the Intermunicipal Services for the account and benefit of the Parties for or in connection with the acquisition or construction of fixed or capital assets which are required to be recorded as increases in fixed or capital assets in accordance with GAAP and includes such costs incurred or accrued since June 1, 2010;
- (g) "Disaster" means a calamity that
- (a) is caused by accident, fire, explosion, technical failure, a spill or by the forces of nature, and
 - (b) has resulted in serious harm to the health, safety or welfare of people, or in widespread damage to property;
- (h) "Emergency" means a present or imminent event or circumstance that
- (a) is caused by accident, fire, explosion, technical failure or the forces of nature, and
 - (b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property;
- (i) "Event of Default" means one of the events described in Section 11.1;
- (j) "Facility" means a work or structure constituting an asset of the Intermunicipal Service, including appurtenances and related interests in land, and contemplated under this Agreement to be used in relation to the

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provision of the Services, which Facility is listed from time to time by the Manager as an Intermunicipal Service Asset of the Intermunicipal Service;

- (k) "GAAP" means the generally accepted accounting principles (including the methods of application of the principles) established by the Canadian Institute of Chartered Accountants;
- (l) "Intermunicipal Advisory Board" means the emergency program policy and advisory group established under part 4;
- (m) "Intermunicipal Service Account" means the bank accounts established under Section 6.1 and any other bank account established by the Parties to be used in connection with the Intermunicipal Services;
- (n) "Intermunicipal Service Assets" means all property and assets, present and future, of every nature whatsoever whether real or personal, corporeal or incorporeal, owned or rented by the Parties or possessed or rented on behalf of the Parties, including the Purchased Assets, in each case for the purposes of the Intermunicipal Services as listed on an inventory by the Intermunicipal Advisory Board, whether in the name of any of the Parties or the Intermunicipal Services, subject to sections 2.4. and 2.5;
- (o) "Intermunicipal Services" means any of the Services listed in section 3 of the Bylaw, as the bylaw may be amended from time to time;
- (p) "Intermunicipal Services Borrowing" means indebtedness, liabilities and obligations incurred on account of funds borrowed by or on behalf of the Parties;
- (q) "Intermunicipal Services Costs" means the Operating Costs, Maintenance Costs and the Capital Costs;
- (r) "Limited Recourse" with respect to a loan means that the right of any lender to recover any amounts, indebtedness or damages owing under or in connection with the loan (whether by reason of breach or default under any covenant, term, representation, warranty or other provisions relating to the loan or otherwise) or owing by the borrower at law or in equity or by statute or contract in connection with the loan, will be limited and restricted to the lender's rights to realize upon the property and assets of the borrower which have been mortgaged, pledged, charged or assigned as security for the loan; except each borrower and its successors and permitted assigns will be liable for and will pay to a lender the amount of any losses, liabilities, claims, damages and expenses caused by the fraud:
 - (i) committed by that borrower (and not by an agent of that borrower);

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- (ii) committed by or participated in by one or more persons as officers, council members or directors of that borrower;
- (s) "Maintenance Financial Plan" has the meaning given to it in Section 7.5;
- (t) "Maintenance Costs" means all costs, expenses, liabilities and charges incurred or accrued by or on behalf of the Intermunicipal Services for the account and benefit of the Intermunicipal Services which are properly chargeable as maintenance expenses of the Intermunicipal Services and includes such costs incurred and accrued on and after the date the Parties commence the provision of a Service under this Agreement;
- (u) "Manager" means the manager of the Intermunicipal Services appointed under part 5;
- (v) "Operating Financial Plan" has the meaning given to it in Section 7.4;
- (w) "Operating Costs" means all costs, expenses, liabilities and charges, including the costs of studies, incurred or accrued by or on behalf of the Intermunicipal Services for the account and benefit of the Intermunicipal Services which are properly chargeable as operating expenses of the Intermunicipal Services and includes such costs incurred or accrued on and after the date the Parties commence the provision of a Service under this Agreement;
- (x) "Participating Interest" means the percentage interest of a Party in the Intermunicipal Services Assets and the surplus of the Intermunicipal Services, which will initially be as set out in Section 2.9;
- (y) "Party" means Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO including their respective successors and permitted assigns, and "Parties" means all of them;
- (z) "Resources" include officers, employees, agents, contractors or elected officials of a Party, and equipment, vehicles, materials or other things used by a party to respond to a Disaster or Emergency.

Interpretation

- 1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) "Agreement" means this Agreement as from time to time supplemented or amended by one or more agreements entered into pursuant to the applicable provisions of this Agreement together with all other attachments to it and reference to a Part or a Section means the corresponding Part or Section of this Agreement;

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- (b) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (c) an accounting term not otherwise defined in this Agreement has the meaning assigned to it, and except as otherwise directed in this Agreement, every calculation to be made under this Agreement is to be made in accordance with GAAP;
- (d) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (e) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (f) reference in this Agreement to a particular numbered paragraph, article or section, or lettered appendix is a reference to the correspondingly numbered paragraph, article, or section, or lettered appendix of this Agreement;
- (g) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act* (British Columbia), and includes a reference to an enactment of British Columbia, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby, and RDNO as applicable;
- (h) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- (i) reference in this Agreement to a party is a reference to a party of this Agreement.

Governing Law

- 1.3 This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada.

Headings

- 1.4 The headings given to paragraphs, articles and sections in this Agreement are for convenience of reference only and do not form part of this Agreement and must not be used in the interpretation of this Agreement.

Severance

- 1.5 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

PART 2 INTERMUNICIPAL SERVICES

Formation and Purpose

- 2.1 Subject to the terms and conditions of this Agreement, Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and RDNO have established the Intermunicipal Service in respect of the matters listed in section 3 of the Bylaw, which may be amended from time to time, provided that a Party participates in respect of a particular Intermunicipal Service under this Agreement only to the extent the Party has listed the Service as a matter under section 3 of its Bylaw and has not withdrawn from the Service under section 7 of the Bylaw.

Intermunicipal Services

- 2.2 On and after the date of this Agreement coming into effect, the Parties must with due diligence and, subject to the terms and conditions set out in this Agreement, provide the Intermunicipal Services for the benefit of the inhabitants of their municipalities or regional districts in the Okanagan.

Name

- 2.3 The name of the Intermunicipal Services will be "Emergency Operations Service" or such other name as from time to time the Intermunicipal Emergency Services Advisory Board determines. The business and affairs of the Intermunicipal Services will be concluded to the extent possible under such name or in the name of the Parties with the designation that they are doing business in respect of Intermunicipal Services under such name.

Dedication of Assets

- 2.4 Each Party as long as it is a Party, dedicates for the purposes of the Intermunicipal Services, all its interest in Intermunicipal Services Assets and all its rights to use and enjoy Intermunicipal Services Assets.
- 2.5 Despite section 2.4, each Party as long as it is a Party may also dedicate for the purposes of the Intermunicipal Service an interest or portion of an interest in an asset of that Party and the right of the Intermunicipal Service to use and enjoy all or a portion of that Party's asset for the purposes of the Intermunicipal Service, provided that the asset shall not be listed as an Intermunicipal Service Asset.

Nature of Obligations

- 2.6 Unless the Parties otherwise agree, the liabilities and obligations of the Parties under this Agreement, and under a Service Agreement contemplated by this Agreement, will be several to the extent of their respective Participating Interests and not joint or joint and several and all agreements made in relation to the Intermunicipal Services will, to the extent practicable, state the liability of the Parties to be several.

Partition

- 2.7 Except on termination of this Agreement or withdrawal under Part 12, no Party will be entitled to demand partition of the Intermunicipal Services or the Intermunicipal Services Assets.

Representations and Warranties

- 2.8 Each Party represents and warrants to the other as follows:
- (a) it has the power and capacity to enter into this Agreement;
 - (b) this Agreement is valid and binding on it in accordance with its terms;
 - (c) the performance of its obligations under this Agreement does not breach the terms of any other agreement or obligation to which it is a party; and
 - (d) it now holds and will hold its Participating Interest beneficially and free and clear of all restrictions, liens, encumbrances, floating charges or agreements of any kind except:
 - (i) for the obligations created under this Agreement; or
 - (ii) as agreed among the Parties from time to time.

Participating Interest

- 2.9 The Participating Interest of each of the Parties as at the date of this Agreement is the same as the apportionment of Operating Costs and Capital Costs as set out in Appendix A.

PART 3 AGREEMENTS

Completion of Agreements

- 3.1 Subject to any approval of the Councils of Vernon, Coldstream, Lumby, Spallumcheen, Armstrong, Enderby and the Board of the RDNO required by statute, each of the parties will cooperate fully and take all reasonable steps to

negotiate, finalize and execute all agreements, instruments and other documents contemplated by or related to this Agreement.

PART 4 INTERMUNICIPAL EMERGENCY OPERATIONS ADVISORY BOARD AND POLICY ADVISORY BOARD

Intermunicipal Emergency Operations Advisory Board

- 4.1 There will be an Intermunicipal Emergency Operations Advisory Board composed of the CAO's of the Parties. The Deputy CAO of a Party is that party's alternate member of the Board to act in the absence, illness or other disability of the CAO. The powers, deliberations and decisions of the Intermunicipal Emergency Operations Advisory Board are subject to the *Community Charter, Local Government Act* and the Bylaw.

Chair

- 4.2 At the first meeting of the Intermunicipal Emergency Operations Advisory Board held after December 1 in each year, the Intermunicipal Emergency Operations Advisory Board must elect a chair and a vice chair. The vice chair has, during the absence, illness or other disability of the chair, all the powers of the chair and is subject to all rules applicable to the chair. If the chair and the vice chair are not present at a meeting of the Board, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote at each election for an office.
- 4.3 The function of the Intermunicipal Emergency Operations Advisory Board chair will be to carry out the functions and duties prescribed by the Intermunicipal Emergency Operations Advisory Board and, if present, to preside at meetings of the Board. The chair of the Intermunicipal Emergency Operations Advisory Board will be entitled to vote but will not be entitled to a second or casting vote.

Meetings

- 4.4 During each fiscal year of the Intermunicipal Services, the Intermunicipal Emergency Operations Advisory Board will hold at least two meetings at such times and places as the Intermunicipal Emergency Operations Advisory Board may determine. The chair will call additional meetings of the Intermunicipal Emergency Operations Advisory Board upon the request of any member of the Intermunicipal Emergency Operations Advisory Board.

Notice of Meetings

- 4.5 The chair will give to each member and alternate member of the Intermunicipal Emergency Operations Advisory Board 5 days' written notice of the place, date

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and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for 5 days' notice may be waived by resolution passed at the commencement of the meeting by all members or their alternate members.

Telephone Meetings

- 4.6 A member or alternate member may participate in a meeting of the Intermunicipal Emergency Operations Advisory Board by means of telephone or other communication facilities as to permit all persons participating in the meeting to hear each other and will be deemed to be present at that meeting.

Quorum

- 4.7 A quorum for each meeting of the Intermunicipal Emergency Operations Advisory Board will be five members or alternate members.

Voting

- 4.8 Every decision of the Intermunicipal Emergency Operations Advisory Board will be decided by a simple majority of the members or alternates present and voting at a duly called and constituted meeting of the Intermunicipal Emergency Operations Advisory Board. A resolution in writing signed in whole or in counterparts by all of the members of the Intermunicipal Emergency Operations Advisory Board in respect of any matter falling within the competence of the Intermunicipal Emergency Operations Advisory Board will be effective as if adopted at a meeting. The chair of the Intermunicipal Emergency Operations Advisory Board will promptly send to the parties and each member a copy of any such resolution.

Minutes

- 4.9 The chair will cause minutes of each meeting of the Intermunicipal Emergency Operations Advisory Board to be kept and a copy to be circulated to each member and alternate member. A resolution in writing signed in whole or in counterparts by all of the members of the Intermunicipal Emergency Operations Advisory Board in respect of any matter falling within the competence of the Intermunicipal Emergency Operations Advisory Board will be effective as if adopted at a meeting. The chair of the Intermunicipal Emergency Operations Advisory Board will promptly send to the Parties and each member a copy of any such resolution.

Decisions Binding

- 4.10 Subject to Sections 4.21 and 4.22, all decisions of the Intermunicipal Emergency Operations Advisory Board made within its power under this Agreement will be binding on the Parties.

Intermunicipal Emergency Operations Advisory Board's Power

- 4.11 In addition to the powers conferred on it by any provision of this Agreement, the Intermunicipal Emergency Operations Advisory Board must:
- (a) review, and recommend for the approval of the Parties, the Financial Plan;
 - (b) review, and make recommendations to the Parties with respect to (but not to approve) any agreements to be entered into by the Parties;
 - (c) conduct, direct and supervise the business, affairs and operations of the Intermunicipal Services;
 - (d) give direction to the Manager;
 - (e) make recommendations to the Parties with respect to any amendments to this Agreement;
 - (f) initiate technical studies when deemed advisable;
 - (g) prepare plans for capital expenditures;
 - (h) review and approve the annual financial statements of the Intermunicipal Services.

Intermunicipal Emergency Operations Policy Advisory Board

- 4.12 There will be an Intermunicipal Emergency Operations Policy Advisory Board composed of the six mayors, one chair and seven CAO's of the Parties. The Deputy Mayor, Deputy Chair, and Deputy CAO of a Party are that Party's alternate members of the Board to act in the absence, illness or other disability of the Mayor, Chair or CAO, as applicable. The powers, deliberations and decisions of the Policy Advisory Board are subject to the *Community Charter*, *Local Government Act* and the Bylaw.

Chair

- 4.13 At the first meeting held after December 1 in each year, the Policy Advisory Board must elect a chair and a vice chair from among the mayors and board chair. The vice chair has, during the absence, illness or other disability of the

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chair, all the powers of the chair and is subject to all the rules applicable to the chair. If the chair and the vice chair are not present at a meeting of the Policy Advisory Board, the members present may elect an acting chair who, during that meeting, has all the powers of the chair and is subject to all rules applicable to the chair. For the purposes of elections under this section, each member present at the meeting has one vote in each election for an office.

- 4.14 The function of the Policy Advisory Board chair will be to carry out the functions and duties prescribed by the Policy Advisory Board and, if present, to preside at meetings of the Policy Advisory Board. The chair of the Policy Advisory Board will be entitled to vote but will not be entitled to a second or casting vote.

Meetings

- 4.15 During each fiscal year of the Intermunicipal Services, the Policy Advisory Board will hold two meetings at such times and places as the Policy Advisory Board may determine.

Notice of Meetings

- 4.16 The chair will give to each member and alternate member of the Policy Advisory Board 5 days' written notice of the place, date and time of any meeting, and the agenda for such meeting. The agenda will indicate the nature of the business to be transacted at the meeting. The requirement for 5 days' notice may be waived by resolution passed at the commencement of the meeting by all twelve members or their alternate members.

Telephone Meetings

- 4.17 A member or alternate member may participate in a meeting of the Policy Advisory Board by means of telephone or other communication facilities as permit all persons participating in the meeting to hear each other and will be deemed to be present at that meeting.

Quorum

- 4.18 A quorum for each meeting of the Policy Advisory Board will be nine members or alternate members.

Voting

- 4.19 Every decision of the Policy Advisory Board will be decided by a simple majority of the members or alternate members present and voting at a duly called and constituted meeting of the Policy Advisory Board. A resolution in writing signed in whole or in counterparts by all the members of the Intermunicipal Policy Board in respect of any matter falling within the competence of the Intermunicipal Emergency Operations Advisory Board will be effective as if adopted at a

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meeting. The chair of the Policy Advisory Board will promptly send to the Parties and each member and alternate member a copy of any such resolution.

Minutes

- 4.20 The chair will cause minutes of each meeting of the Policy Advisory Board to be kept and a copy to be circulated to each member and alternate member.

Policy Advisory Board's Power

- 4.21 In addition to the powers conferred on it by any provision of this Agreement, the Policy Advisory Board must:
- (a) review, and recommend for the approval of the Parties, the Financial Plan;
 - (b) review, and make recommendations to the Parties with respect to (but not to approve) any agreements to be entered into by the Parties;
 - (c) make recommendations to the Parties with respect to any amendments to this Agreement;
 - (d) review and approve the annual financial statements of the Intermunicipal Services.

Limits on Powers of Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board

- 4.22 Despite Section 4.10 and 4.21, the Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board will not have the power, without the approval of the Parties:
- (a) to do anything for which the Parties require authorization or approval under the *Community Charter, Local Government Act*, successor legislation or other applicable enactments without the prior confirmation from them that such authorization or approval has been obtained by each Party, as applicable;
 - (b) to authorize incurring Capital Costs or Intermunicipal Services Borrowing or making an annual Financial Plan;
 - (c) to authorize any distributions of available cash to the Parties; or
 - (d) to authorize adding a new party.

Technical Committees

- 4.23 The Intermunicipal Emergency Operations Advisory Board may from time to time establish technical committees, such as a Planning Committee, or working groups, as it considers appropriate in the circumstances. The Intermunicipal Emergency Operations Advisory Board may appoint to the technical committees the Parties' Directors of Engineering or other such persons as the Intermunicipal Emergency Operations Advisory Board considers appropriate.

Expenses

- 4.24 The members and alternate members of the Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board will not as such be entitled to be paid any compensation by the Intermunicipal Services and any remuneration that may be paid to them in such capacity by the Parties by which they have been appointed will not form part of the Operating Costs. All reasonable expenses incurred, pursuant to the written expense policy established by the Intermunicipal Emergency Operations Advisory Board, by the members or alternate member of the Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board will be reimbursed by the Parties and will form part of the Operating Costs.

PART 5 MANAGEMENT

Manager

- 5.1 The Manager is Vernon. The Manager will:
- (a) make recommendations to the Intermunicipal Emergency Operations Advisory Board on matters relating to the Intermunicipal Services;
 - (b) prepare and distribute agenda for the Intermunicipal Emergency Operations Advisory Board meetings;
 - (c) keep minutes of meetings of the Intermunicipal Emergency Operations Advisory Board;
 - (d) administer this Agreement and any agreements made by or on behalf of the Intermunicipal Services;
 - (e) make recommendations to the Intermunicipal Emergency Operations Advisory Board respecting the making, amending or implementation of agreements made by or on behalf of the Parties;
 - (f) monitor the financial circumstances of the Parties;

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- (g) generally do all things necessary or advisable in connection with the business of Intermunicipal Services in accordance with this Agreement; and
- (h) do such other acts and things in relation to the Intermunicipal Services as the Intermunicipal Emergency Operations Advisory Board Chair may direct from time to time.

Except in regard to Vernon's operations within its own boundaries, none of the powers, authorities or discretions delegated to the Manager may encroach on powers, authorities or discretions properly exercisable by the Intermunicipal Emergency Operations Advisory Board, and the powers, authorities and discretion exercised by the Manager are subject to the direction of and guidelines established by the Intermunicipal Emergency Operations Advisory Board and any other restrictions, limitations and approvals set out in this Agreement, including the limitations set out in Section 4.14, and within the constraints of the Financial Plan from time to time.

Term

- 5.2 The appointment under Section 5.1 shall be subject to the termination of this Agreement.

Liability

- 5.3 The Parties release the Manager, Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board members, and the Parties' agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the Manager, Intermunicipal Emergency Operations Advisory Board members or Parties' agents, in connection with the observance and performance of any of the covenants, agreements or duties of the Manager, Intermunicipal Emergency Operations Advisory Board members or Parties' agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the willful wrongful act of any one or more of the Manager, Intermunicipal Emergency Operations Advisory Board members or Parties' agents.

Operations

- 5.4 The Manager will operate the Intermunicipal Services on behalf of the Parties, subject to this Agreement and the Bylaw.

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- 5.5 The Parties agree that in order to operate the Intermunicipal Services, Vernon may appoint two officers, or employees, to coordinate the Intermunicipal Services, one of whom shall be known as the Emergency Coordinator, and the other the Deputy. Vernon may also appoint an assistant to the Emergency Coordinator. The costs of these officers or employees will be included in the Financial Plan.
- 5.6 Each Party must establish an Emergency Operations Centre ("EOC") up to a Level 2 capability, and be responsible for the costs of supplying and maintaining its EOC, and each EOC will provide backup for each of the other EOCs.
- 5.7 Each Party must establish an evacuee Reception Centre and Group Lodging Facility in accordance with British Columbia standards.

Without limitation, a Party may coordinate with another Party the establishment of a jointly shared Centre, Facility or both.

- 5.8 Without limiting section 5.6, the Parties acknowledge and agree that the Vernon EOC is the designated regional Level 3 facility. Subject to sections 5.9 to 5.12, a Party may use the Vernon EOC in return for payment of cost plus 15% for:
- (a) mobilization and demobilization of the facility, and
 - (b) Vernon officers and employees deployed to staff the facility during use by the other Party.
- 5.9 Subject to this agreement, the Manager will, through Vernon Fire Rescue Services, provide to the Parties ESS Program Management, including volunteer recruitment, training and response coordination (Levels 1 to 3), and will provide to the Parties the following emergency management services, in accordance with the BC Emergency Response Management System:
- (a) 24/7 on call Emergency Program Coverage;
 - (b) Emergency Program Coordinator (EPC) support to staff and elected officials during incidents, state of local emergency and Emergency Operations Centre activations;
 - (c) Joint Emergency Preparedness (JEPP) Grant Applications;
 - (d) Staff training and exercises;
 - (e) Joint municipal and public preparedness initiatives;
 - (f) Emergency Preparedness Week;
 - (g) Operational Support to Fire, Police, Ambulance and Public Works during incidents;

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- (h) Liason with other orders of government, neighbouring jurisdictions, emergency agencies and charitable organizations;
- (i) All hazards, Joint Emergency Program Planning;
- (j) Emergency satellite telephone communication;
- (k) Use of the enhanced Vernon Emergency Operations Centre to manage incidents requiring a level three activation;
- (l) Communications with First Nations, and coordination of Emergency programs with First Nations, except that an Agreement with First Nations is subject to Sections 4.11, 4.21 and 4.22.

For the purposes of this Section 5.9, "joint" means mutually beneficial and mutually administered, but does not connote the existence of a legal partnership, joint venture, agency or the authority of one Party to bind or pledge the authority of another Party.

- 5.10 For the purposes of this Agreement and the Provincial Emergency Program cost recovery Program, the City of Vernon and the other Parties to this Agreement are deemed to be "contractors" to each other. Each Party ("Originating Party") must pay for its own costs for Resources deployed in relation to its own response to a Disaster or Emergency within its boundaries, and in addition must pay each other Party a sum equal to cost plus 15% for Resources of the other Party utilized in relation to a response to the Disaster or Emergency (except in respect of the salaries and benefits, but not overtime, of the two officers and the assistant referred to in section 5.5). The other Party must invoice the Originating Party within 30 days of the other party's response, and the Originating Party must pay the other Party the amount of the invoice within 30 days of receipt of the invoice. An amount invoiced under this section is a debt due and owing from the Originating Party to the other Party. For certainty, each Party's costs include overtime rates in compliance with applicable labour law enactments and collective agreements. Each Party must recover from the Provincial Emergency Program any reimbursement to which that Party is entitled for an incident.
- 5.11 Each Party is liable to another Party under section 5.10 whether or not the Originating Party receives cost recovery from the Province.
- 5.12 Within 30 days of receipt of the financial accounting and cost recovery information from the Provincial Emergency Program for any response-related expenses incurred under a task number issued for an incident in their jurisdiction, each Party must deliver this information to the Manager.

PART 6 FINANCES

Bank Accounts, Deposits, Disbursement and Investment of Funds

- 6.1 The Manager may open and maintain an Intermunicipal Services Account. All funds receivable by the Intermunicipal Services will upon receipt be deposited in the Intermunicipal Services Account. Any payment required to be made on behalf of the Intermunicipal Services will be made out of the Intermunicipal Services Account. The Manager's officers and employees on behalf of the Intermunicipal Services must, subject to this Agreement, prepare accounts receivable and payable, prepare Financial Plans, report quarterly to the Manager and pay a Party for work done under Section 5.0, and may invest any surplus funds in the Intermunicipal Services Account in the manner approved by the Intermunicipal Emergency Operations Advisory Board from time to time.

Cash Requirements

- 6.2 The Parties will take all reasonable steps to ensure that sufficient funds are available to allow the Parties to complete transactions called for by agreement of the parties under this Agreement.

Application of Available Cash

- 6.3 Available Cash will be applied to pay Operating Costs and Maintenance Costs as they fall due or in the normal course of operations.

Place of Payments

- 6.4 All payments made under this Agreement to the Intermunicipal Services will be made into the Intermunicipal Services Account operated by the City of Vernon under section 5.4 and 6.1 of this Agreement.

Capital Cost Apportionment

- 6.5 The Capital Costs will be apportioned among the parties as set out in Appendix A.

Operating Costs Apportionment

- 6.6 The Operating Costs will be apportioned among the parties as set out in Appendix A.

Maintenance Costs Apportionment

- 6.7 The Maintenance Costs will be apportioned among the parties on the basis of the percentage of the Capital Costs apportioned in respect of that party pursuant to the formulae in Appendix A.

Payment for Manager

- 6.8 It is a fundamental term of this Agreement that the parties make all payments for the provision of the Intermunicipal Services by the Manager as required by this Agreement. The Manager will issue an invoice to each Party prior to the end of February in each calendar year, except in respect of the remainder of 2010.
- 6.9 Each Party must pay to the Manager:
- (a) on the basis of the Operating Financial Plan described in section 7.4 and the operating costs apportionment described in section 6.6, each Party must pay to the Manager prior to March 31 of each calendar year during the term of this Agreement an advanced payment of the cost of operating the Intermunicipal Service by the Manager in respect of that calendar year;
 - (b) based on the Manager's estimate contained in the draft financial plan for the Intermunicipal Service prepared by the Manager as of the reference date of this Agreement, each Party must pay the Manager on the reference date of this Agreement the advanced payment of the cost of operating the Intermunicipal Service by the Manager from the reference date of this Agreement to December 31, 2010.
- 6.10 The Manager must, in February of each calendar year, make an adjustment for the previous calendar year to reflect the actual amounts payable under section 6.9(a). Any overpayment for the previous year must be held by the Manager without allowance for interest and setoff against any other payments owing by a Party to the Manager under this Agreement. Any shortfall in the payment for the previous year must be paid by the Party within 30 days of the receipt of the adjustment invoice.
- 6.11 If a Party defaults in payment of any portion of an amount payable under sections 6.8 to 6.10, the entire amount payable shall immediately become due and payable as a debt due and owing to the Manager. For certainty, every reference to the "Manager" in sections 6.8 to 6.11 is a reference to the City of Vernon. Without prejudice to any other right or remedy the City of Vernon may have, the City may, at its sole discretion, and without terminating this Agreement, interrupt the provision of the Intermunicipal Services to that Party if the Party fails to pay any amount due and owing under this Agreement within 60 day's written notice to the Party of a default.
- 6.12 A Party's payment under sections 6.8 to 6.11 is a credit in respect of that Party's obligations under this Agreement in relation to operating costs.

PART 7 FINANCIAL PLANS

Fiscal Year

- 7.1 The fiscal year end of the Intermunicipal Services will be December 31.

Provisional Financial Plans

- 7.2 The manager must submit to the Intermunicipal Emergency Operations Advisory Board for its review a financial plan that is reviewed and recommended for approval by the parties by the Intermunicipal Emergency Operations Advisory Board under section 4.11 and the Policy Advisory Board under section 4.21 prior to approval of the financial plan by the parties by March 31. For certainty, the financial plan may be amended at any time. the planning period for the financial plan is five years, that period being the year in which the plan is specified to come into force and the following four years.

Financial Plan

- 7.3 The financial plan must include an operating financial plan, maintenance financial plan and capital financial plan.

Operating Financial Plan

- 7.4 The Operating Financial Plan will set out in reasonable detail the proposed operations, works and undertakings to be carried out in the Intermunicipal Services and will include for such fiscal year the amount, by category, of each component of Operating Costs and will indicate the amount of such Operating Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Maintenance Financial Plan

- 7.5 The Maintenance Financial Plan will set out in reasonable detail the proposed maintenance operations, works and undertakings to be carried out in the Intermunicipal Services and will include for such fiscal year the amount, by category, of each component of Maintenance Costs and will indicate the amount of such Maintenance Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Capital Financial Plan

- 7.6 The Capital Financial Plan will set out in reasonable detail all Capital Costs for the next five fiscal years. The Capital Financial Plan will set out in detail the proposed Capital Costs and will include for each fiscal year the amount, by category, of each component of Capital Costs and will indicate the amount of

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such Capital Costs estimated to be payable by each Party in accordance with the provisions of this Agreement, after taking into consideration anticipated revenues.

Operations in Conformity with Financial Plans

- 7.7 Except as permitted by the Intermunicipal Emergency Operations Advisory Board (to the extent it has authority under this Agreement to so approve) or the unanimous direction of the Parties, subject to the advice and recommendations of the Policy Advisory Board, all operations of the Intermunicipal Services in each fiscal year will be conducted in conformity with the Financial Plan applicable to that fiscal year approved by the Parties.

Effect of Approved Financial Plans

- 7.8 The Manager, and any designated Party, as applicable under Part 5, will implement the approved Financial Plans and carry out all activities and operations of the Intermunicipal Services in accordance therewith. The Manager, and any designated Party, as applicable under Part 5, will not, without the approval of the Intermunicipal Emergency Operations Advisory Board and Policy Advisory Board (who may require the approval of the Parties under Section 4.22) incur or commit in any fiscal year on behalf of a Party any expenditure not provided for in the applicable Financial Plans.

PART 8 REPORTS AND RECORDS

Accounting Books and Records

- 8.1 The Manager will be responsible for the preparation of financial reports to be furnished, to the Intermunicipal Emergency Operations Advisory Board and the Manager hereunder, the maintenance of adequate accounts, books and records and the allocation between the Parties of Maintenance, Operating, and Capital Costs and will use reasonable efforts to ensure that such accounts, books, records and financial reports meet reasonable accounting and tax reporting requirements of each Party.

Quarterly Financial Reports

- 8.2 The Manager will, as soon as reasonably possible but not later than 45 days from the end of each quarter, furnish the Intermunicipal Emergency Operations Advisory Board and the Manager and to each Party unaudited financial statements in respect of the quarter, reflecting in reasonable detail, but in summary form, the results of operations and financial situation of the Intermunicipal Services for the quarter and for the year to date.

Location and Access to Records

- 8.3 The Manager will cause all books and records of the Intermunicipal Services to be kept in its offices, and will cause copies to be kept in the Manager's offices. The Manager will permit each Party, its accountants and other representatives, at that Party's own expense and at all reasonable times to examine and make copies of any and all documents under the control of the Manager and relating to the Intermunicipal Services.

PART 9 RESTRICTIONS ON DISPOSITION

No Disposition of Participating Interest

- 9.1 A Party will not sell, assign, pledge, mortgage or otherwise dispose of its interest in this Agreement and the Intermunicipal Services Assets, except as set out in Section 9.2.

Right of First Refusal to Purchase Participating Interest

- 9.2 If a Party receives a legally binding offer to purchase all of the Party's interest in this Agreement and the Intermunicipal Services Assets, the Party will not accept such offer (unless such acceptance is conditional on compliance with this Section 9.2) unless
- (a) it has delivered to the other Parties a copy of such offer, which delivery will be deemed to be an irrevocable offer by the first Party, to sell its interest in this Agreement and the Intermunicipal Services Assets on the same terms, and conditions as are set out in this offer, except that such offer shall be deemed to be an offer on the same terms and conditions but for each of the other Parties to purchase their pro-rated portion of the offering Parties' interest, where each Party's contribution to the purchase price is calculated in accordance with Appendix A.
 - (b) the other Parties have not accepted the offer within 90 days of receipt thereof; and
 - (c) if the other Parties consent, which consent is not to be unreasonably withheld or delayed, it completes the sale pursuant to the offer within 180 days after delivery of the offer to the other Parties and the purchaser enters into an agreement with the other Parties whereby the purchaser agreed to become a party to this Agreement and to assume and perform all of the obligations of the selling Parties hereunder.
- 9.3 If one of the other Parties to whom an offer is delivered under section 9.2 does not accept the offer within the time required by section 9.2, the Parties who delivered the offer under section 9.2 is deemed to offer to sell to the other Parties

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all of the offering Parties interest in this Agreement and the Intermunicipal Services Assets and that other remaining Parties has a further 30 days in which to accept that offer.

- 9.4 Any agreement of purchase and sale formed as provided in sections 9.2 and 9.3 will be completed on a Land Title Office business day that is not later than 180 days after the date on which the offer was first delivered to the other Parties under section 9.2(a) and that agreement of purchase and sale is subject to all of the following:
- (a) the agreement of purchase and sale formed thereby is an agreement in respect of which time is of the essence;
 - (b) the selling Parties shall execute and deliver at completion of the agreement such transfers or other instruments of conveyance, in registrable form, as are necessary to transfer and convey to and in favour of the purchasing Parties all of the right, title and interest of the selling Parties in and to this Agreement and the Intermunicipal Services Assets and will do all such things and take all such actions as may be necessary to comply with and fulfill the intent of this Agreement and the agreement of purchase and sale;
 - (c) the purchasing Parties will pay the purchase price for the interest in question and will execute and deliver all such documents and do all such things and take all such actions as may be necessary to fulfill the intent of this Agreement and the agreement of purchase and sale;
 - (d) the interest sold out by the selling Parties will be transferred free and clear of all financial liens, charges and encumbrances whatsoever.
- 9.5 Without limiting section 2.6, each of the Parties hereby irrevocably and conclusively waives the benefits of all provisions of law relating to actions for a partition or sale in lieu of partition or administration of real and personal property including, without limitation, the partition of *Property Act* (British Columbia) and each of the Parties agrees with the others that it will not result in any action at law or in equity for a partition or sale in lieu of partition of any real property that forms part of the Intermunicipal Services Assets or seek administration in respect thereof.

PART 10 LIABILITY FOR THE INTERMUNICIPAL SERVICES

Liability and Indemnification

- 10.1 If a claim by any third party arising out of the operations of the Intermunicipal Services is made against the Parties or any of them, each of the Parties will share the liability (including interest and legal fees on a solicitor and client basis)

for the claim pro rata to its Participating Interest and will indemnify and save harmless the other Parties against liability for the claim to the extent of its Participating Interest. Notwithstanding the foregoing, where a claim arose out of the negligence of one of the Parties, without any negligence of the other Parties, the Party who was negligent will be fully liable for such claim and will indemnify and save harmless from liability the other Parties with respect to such claim.

Notice of Claims

- 10.2 Each Party against whom a third party claim is advanced, will give prompt and timely notice of that claim to the other Parties and will allow the other Parties to participate in the defence, negotiation or settlement of such claim at the cost of the Parties.

PART 11 DEFAULT

Default

- 11.1 The occurrence of any of the following events will be an Event of Default by a Party under this Agreement:
- (a) the failure of a Party to perform or observe any of its covenants or agreements in this Agreement, if such failure is not cured within 45 days of written notice from the other Parties specifying such failure;
 - (b) a Party:
 - (i) becomes insolvent;
 - (ii) commits an act of bankruptcy;
 - (iii) makes a general assignment for the benefit of its creditors;
 - (iv) acknowledges its insolvency;
 - (c) Provincial Agent, a receiver or receiver-manager is appointed in respect of any property or asset of a Party and is not discharged within 45 days.

Remedies Upon an Event of Default

- 11.2 Upon the occurrence of an Event of Default by or with respect to a Party:
- (a) the defaulting Party will forthwith upon the written request of the other Party given within 60 days after the Event of Default, sell its Participating Interest to the other Parties free and clear of all liens, charges and encumbrances other than security for liabilities incurred in the business of the Intermunicipal Services, for a price equal to the defaulting Party's

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Participating Interest in the net book value of the Intermunicipal Services Assets as at the date of the written request, less 10% of such book value;

- (b) if the Parties do not agree as to the net book value of the Intermunicipal Services Assets within 10 Business Days after the date of the written request, then at the direction of any of the Parties, the net book value will be determined by the accountants for the Intermunicipal Services if accountants have been appointed for the Intermunicipal Services and are willing to accept such engagement, and otherwise by a business valuator appropriately qualified by the Canadian Institute of Chartered Business Valuators selected by the non-defaulting Party, whose opinion will be binding upon the Parties and whose fees and disbursements for these services will be borne by the defaulting Party;
- (c) the closing date for the sale of the defaulting Party's interest will be 45 calendar days after the determination of the purchase price and will be completed by the execution and delivery by the defaulting Party (the "Seller") of such transfers, bills of sale, assignments and other conveyancing documents from the seller to the purchasing Party (the "Buyer") in such form as reasonably required by the Buyer and by the delivery of possession of the Intermunicipal Services Assets to the Buyer;
- (d) the purchase price will be paid by the Buyer on the Closing Date:
 - (i) by set-off to the extent determined by the Buyer against monies due and owing by the Seller to the Buyer, if any;
 - (ii) by the assumption, to the extent determined by the Buyer, of the Seller's share of the liabilities of the Intermunicipal Services; and
 - (iii) as to any balance by certified cheque or bank draft payable to the Seller's order;
- (e) the obligation of the Buyer to complete the purchase is subject to the condition that all required consents and approvals to the sale have been obtained but this condition is for the sole benefit of the Buyer and may be waived in whole or in part by the Buyer at any time.

The rights and procedures set forth in this Section 11.2 will be concurrent with and in addition to and without prejudice to any other rights or remedies at law or in equity which any Party may have in respect of an Event of Default.

PART 12 TERM, WITHDRAWAL AND TERMINATION

Term

- 12.1 This Agreement will continue in force until five years from the date of the making of this Agreement, provided that this Agreement may be renewed by mutual agreement in writing.

Withdrawal

- 12.2 A party may withdraw from this Agreement by adopting a withdrawal bylaw and delivering a copy to the other Parties on or before December 31 of the calendar year that is two years prior to the calendar year in respect of which the withdrawal will have taken effect, subject to the following conditions:
- (a) all capital funds provided to the date of the Notice of Withdrawal by the party proposing to withdraw from the Intermunicipal Services are deemed to be Intermunicipal Services Assets;
 - (b) the additional operating costs arising from the withdrawal of a party under this Agreement must then be assumed by the remaining party or divided between the remaining parties based pro rata on the Participating Interests;
 - (c) the additional maintenance costs arising from the withdrawal of the party must be assumed by the remaining party or apportioned between the remaining parties as outlined in Part 9;
 - (d) the Intermunicipal Services Assets are, on and after the date of the Notice of Withdrawal given by the party withdrawing, solely assets of the remaining Party or Parties.

Actions on Termination

- 12.3 Upon the termination of this Agreement and the Intermunicipal Services, other than pursuant to Section 12.1(b), unless the Parties otherwise agree, the Parties will appoint a liquidator to act on their behalf to realize the Intermunicipal Services Assets, satisfy all Intermunicipal Services Liabilities and pay the balance of the proceeds of realization to the Parties in proportion to their Participating Interests at the time. Each of the Parties will be entitled to bid for and purchase the whole or any part of the Intermunicipal Services Assets on liquidation.

Survival of Obligations

- 12.4 The provisions of this Part 12 and all other provisions of this Agreement necessary to give full effect thereto will survive the termination of this Agreement and, despite termination of this Agreement or the Intermunicipal Services; no party will by reason of such termination be relieved of any obligation or liability toward any other party accrued hereunder prior to termination, all of which will remain unenforceable until fully satisfied.

PART 13 NEW PARTY

Applicable Conditions

- 13.1 A new party may become a Party under this Agreement:
- (a) by enacting the Bylaw; and
 - (b) by entering into an Agreement with the hitherto Parties that contains all of the terms and conditions set out in this Agreement; and
 - (c) with the unanimous consent of the hitherto Parties.

Repayment of Costs

- 13.2 The new Party, shall, on the date of entering into the Agreement referred to in paragraph 13.1, pay to the Intermunicipal Services a sum mutually satisfactory to the hitherto Parties and the new Party.

PART 14 AMENDMENTS

Amendments

- 14.1 This Agreement may not be modified or amended except by written agreement of all the parties hereto and in accordance with the Bylaw.

PART 15 GENERAL

Notices

- 15.1 Any notice or other communication hereunder will be in writing and will be given by the delivery or rendering thereof to its addressee by hand, by prepaid first class mail or by facsimile transmission, to the address below:

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- (a) If to Vernon:
3400 - 30th Street
Vernon BC V1T 5E6

Attention: Corporate Officer
- (b) If to Coldstream:
9901 Kalamalka Road,
Coldstream BC V1B 1L6

Attention: Corporate Officer
- (c) If to Lumby:
Box 430
1775 Glencaird Street
Lumby BC V0E 2G0

Attention: Corporate Officer
- (d) If to Spallumcheen:
4144 Spallumcheen Way
Spallumcheen BC V0E 1B6

Attention: Corporate Officer
- (e) If to Armstrong:
Box 40
Armstrong BC V0E 1B0

Attention: Corporate Officer
- (f) If to Enderby:
Box 400
Enderby BC V0E 1V0

Attention: Corporate Officer
- (g) If to RDNO
9848 Aberdeen Road
Coldstream, BC V1B 2K9

Attention: Administrator

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Attached hereto and forming part of
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Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission. Each party will notify the other parties of any change of address.

Miscellaneous

15.2 This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof. The Parties expressly disclaim any intent to create a legal partnership under the common law or *Partnership Act*, an agency or a joint venture with respect to the Intermunicipal Services or the ownership or operation of the Intermunicipal Services Assets, and disclaim any intent to create a partnership with respect to the exercise of their rights under this Agreement, the administration of the Intermunicipal Services Assets or any other matter relating to this Agreement. Except as provided in this Agreement, none of the Parties will have any authority, actual or implied, to act for the other as agent or otherwise or to bind the others, without the prior written consent of the others.

- a. Without limitation the Intermunicipal Emergency Social Services Agreement between Vernon and the RDNO dated for reference June 1, 2010 is terminated and replaced by this Agreement.

Arbitration

15.3 In the case of a disagreement or a dispute between the parties hereto with respect to this Agreement or the interpretation thereof which has not been resolved within 45 calendar days of either Party giving notice to the other Party thereof, or in the case of a deadlock as described in Section 4.10, the dispute, disagreement or deadlock will, upon notice from either Party to the other Party, be referred to a single arbitrator pursuant to the *Commercial Arbitration Act* (British Columbia) whose decision will be final and binding.

Enurement

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

Further Assurances

15.5 Each party will perform any act and execute and deliver any document reasonably required by any other party, to carry out the terms of this Agreement in accordance with the true intent and meaning hereof.

Appendices

15.6 The following Appendix is attached to and forms part of this Agreement:

- (a) Appendix A - Cost Apportionment.

Statutes

15.7 The obligations of the parties under this Agreement are always subject to the requirements of the *Community Charter, Local Government Act*, and other applicable enactments.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CITY OF VERNON

Per: _____
Mayor

Per: _____
Corporate Officer

DISTRICT OF COLDSTREAM

Per: _____
Mayor

Per: _____
Corporate Officer

VILLAGE OF LUMBY

Per: _____
Mayor

Per: _____
Corporate Officer

TOWNSHIP OF SPALLUMCHEEN

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ARMSTRONG

Per: _____
Mayor

Per: _____
Corporate Officer

CITY OF ENDERBY

Per: _____
Mayor

Per: _____
Corporate Officer

REGIONAL DISTRICT OF NORTH OKANAGAN

Per: _____
Chair

Per: _____
Administrator

APPENDIX A

Cost Apportionment

The Parties will contribute to the Intermunicipal Emergency Operation Services Operating, Maintenance and Capital Costs, as applicable, on a per capita basis, as established by the most recent census.