



Vault Binder: \_\_\_\_\_  
File: \_\_\_\_\_  
Term: \_\_\_\_\_ to \_\_\_\_\_

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN:**

**REGIONAL DISTRICT OF EAST KOOTENAY**, a Regional District pursuant to the *Local Government Act*, RSBC 1996, Chapter 323 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24 Avenue South, Cranbrook BC V1C 3H8.

(the "RDEK")

OF THE FIRST PART

**AND:**

**CITY OF KIMBERLEY**, a Municipality incorporated pursuant to the laws of the Province of British Columbia, and having a place of business at 340 Spokane Street, Kimberley, BC V1A 2E8.

("Kimberley")

OF THE SECOND PART

**WHEREAS:**

- A. The RDEK is empowered to undertake any work or service for or on behalf of any member municipality within the boundaries of the Regional District of East Kootenay.
- B. Kimberley, a member municipality of the RDEK, is desirous of having the RDEK provide building and plumbing inspection services on an as required basis for vacation or other temporary relief.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and the mutual covenants hereinafter contained and in consideration of the monies hereinafter agreed to be paid by Kimberley to the RDEK, the parties hereto agree as follows:

**1. SERVICES PROVIDED**

- 1.1 The RDEK agrees to provide building and plumbing inspection services by a qualified Building Inspector, pursuant to the terms of the relevant bylaws of Kimberley, within the geographical boundaries of Kimberley, when requested to do so.

**2. PAYMENT FOR SERVICES**

- 2.1 The RDEK shall provide Kimberley with a quarterly invoice, for the preceding three (3) months, for all expenses incurred by the RDEK on behalf of Kimberley in providing building and plumbing inspection services, such expenses to include payroll and a 55% overhead charge for administration costs.
- 2.2 Kimberley shall pay the RDEK for services rendered upon receipt of the invoice from the RDEK.

**3. INSURANCE AND INDEMNITY**

- 3.1 Kimberley further covenants to obtain and keep in force during the term of this Agreement, at its sole expense, insurance, satisfactory to the RDEK, protecting the RDEK and Kimberley (without any rights of cross-claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with or in any way

related to the inspection services provided by the Building Inspector for Kimberley pursuant to this Agreement, and in an amount not less than \$5,000,000.00.

- 3.2 The RDEK hereby indemnifies, saves harmless, releases and forever discharges Kimberley and its officers, employees, agents, and elected officials from and against any and all manner of actions, causes of action, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection or attributable to the negligence or other fault of the RDEK, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision shall survive the cancellation, termination or expiry of this Agreement.
- 3.3 Kimberley hereby indemnifies, saves harmless, releases and forever discharges the RDEK and its officers, employees, agents and elected officials from and against any and all manner of actions, causes of action, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection or attributable to the negligence or other fault of Kimberley, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision shall survive the cancellation, termination or expiry of this Agreement.

#### 4. COMMENCEMENT AND TERMINATION

- 4.1 This Agreement shall commence on \_\_\_\_\_ and shall continue until \_\_\_\_\_ or until it is terminated by either party giving the other party 60 days written notice of its intention to so terminate. Notice of Termination may be served by either party in writing, and shall be delivered by pre-paid private courier or hand-delivered to the address indicated on the face page of this Agreement, or otherwise transmitted by fax or other means of electronic communication to the usual numbers or addresses of the respective party. Such addresses may be changed from time to time by either party giving notice to the other party.

## 5. INTERPRETATION

- 5.1 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

The Corporate Seal of **REGIONAL DISTRICT OF** )  
**EAST KOOTENAY** was hereunto affixed in )  
the presence of: )

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Chair

Chief Administrative Officer

C/S

The Corporate Seal of **CITY OF KIMBERLEY**  
was hereunto affixed in the presence of:

Mayor

Chief Administrative Officer

C/S