

**REGULAR MEETING OF COUNCIL
AGENDA**

DATE: November 15, 2021
TIME: 4:30 p.m.
LOCATION: Electronic Facilities, hosted at Council Chambers, Enderby City Hall

This meeting will be conducted by means of electronic facilities.

*Please contact Enderby City Hall at 250-838-7230 or info@cityofenderby.com by **3:30 pm on the day of the meeting** to obtain access codes to attend the meeting electronically.*

If you do not have a computer or mobile phone capable of using Zoom, please contact Enderby City Hall at the above coordinates and we can provide you with a number that you can call from a regular telephone.

The City of Enderby uses Zoom for its electronic facilities and encourages those attending the meeting who are unfamiliar with the application to test it in advance; for technical support, please contact Zoom.

When applicable, public hearing materials are available for inspection at www.cityofenderby.com/hearings/

1. APPROVAL OF AGENDA

2. ADOPTION OF MINUTES

2.1. Meeting Minutes of November 1, 2021 p. 3

3. CONTINUING BUSINESS AND BUSINESS ARISING FROM COMMITTEES AND DELEGATIONS

3.1. Committee-of-the-Whole

4. REPORTS

4.1. Mayor and Council

4.2. Area F Director Report

4.3. Chief Administrative Officer Report

5. NEW BUSINESS

5.1. Doctor Recruitment Request for Letter of Support p. 7

- Correspondence from P. Vetter

5.2. Audit 2021 Planning Report p. 8

- Report from BDO Canada, LLP

5.3. Flood Mapping and Risk Assessment Report p. 35

- Memorandum from Planner and Deputy Corporate Officer
- Report from Interior Dams (distributed under separate cover)

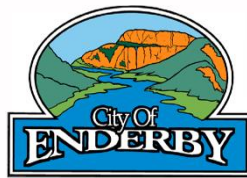
5.4. One-Year Extension of North Okanagan Mutual Aid Agreement p. 36

- Memorandum from Chief Administrative Officer
- Draft Agreement

6. CORRESPONDENCE AND INFORMATION ITEMS

7. PUBLIC QUESTION PERIOD

8. ADJOURNMENT



THE CORPORATION OF THE CITY OF ENDERBY

Minutes of a **Regular Meeting** of Council held via video conference on Monday, November 1, 2021 at 4:30 p.m. in Council Chambers.

Present: Mayor Greg McCune
Councillor Tundra Baird
Councillor Brad Case
Councillor Roxanne Davyduke
Councillor Raquel Knust
Councillor Brian Schreiner
Councillor Shawn Shishido

Staff: Chief Administrative Officer – Tate Bengtson
Chief Financial Officer – Jennifer Bellamy
Planner and Deputy Corporate Officer – Kurt Inglis
Clerk-Secretary – Bettyann Kennedy

Other: Press and Public

APPROVAL OF AGENDA

Moved by Councillor Knust, seconded by Councillor Baird
“THAT the November 1, 2021 Council Meeting agenda be approved as circulated.”

CARRIED

ADOPTION OF MINUTES

Meeting Minutes of October 18, 2021

Moved by Councillor Shishido, seconded by Councillor Davyduke
“THAT the October 18, 2021 Council Meeting minutes be approved as circulated.”

CARRIED

CONTINUING BUSINESS AND BUSINESS ARISING FROM COMMITTEES AND DELEGATIONS

None

REPORTS

Councillor Davyduke

- Labour shortage has become worse since the pandemic. WorkBC, the employment centre, encourages those who need help finding work or retraining to contact them.
- Vernon Chamber of Commerce – Turning Points won the non-profit excellence award.

- Interagency meeting to take place at the end of November. Persons involved in a regional harm reduction initiative will attend as a delegation.

Councillor Case

- Asked about the timing of the final grade of Brickyard Road before winter. The CAO confirmed that he would follow up with Public Works.

Councillor Knust

Recently visited the Kootenays and observed the following:

- Kaslo is struggling to a labour shortage due to a rental shortage. Rental suites are being rented to AirBnB customers rather than being used for renters.
- Creston had a public television on display in their community washrooms, showing community events. They also had a hydration station.
- Kootenay Lake has a memorial rock on display with the names of drowning victims. It is a very respectful memorial and reminder of the dangers of water.
- Nelson has a very busy downtown area with numerous art installations.

Tresha Stevens of the Community Resource Centre is conducting a teen needs assessment.

Met with Laurel Grimm prior to her departure.

Councillor Baird

- Attended a Christmas Committee meeting.
- Recreation Services is working on a report on usage, they have been busy. Looking forward to a Commission meeting soon.
- Annual Witch's Dance was well received by the community.
- There was a large number of trick or treaters this year.

Councillor Shishido

Enderby Arts Council meeting October 20th:

- 170 members
- Hosting children and youth workshops.
- Gallery had highest sales yet last month.
- A member approached Councillor Shishido to discuss ways to encourage the downtown to enhance its holiday lighting.
- The Gallery wants to return to having its lease in its own name.

806 Cliff Avenue development:

- Met with an adjacent property owner. There was a suggestion that there is a heron rookery on a neighbouring property. This led to an environmental officer issuing a stop work order for the matter to be investigated.
- The Planner and Deputy Corporate Officer stated that a report was obtained about the subject property. Once the rookery was discovered on a neighbouring property, a management and monitoring plan was developed by a biologist.

Councillor Schreiner

- Attended an Interior Health meeting with Councillor Davyduke and Director Delisle. The topic was drug overdoses. Councillor Schreiner suggested that a C2C meeting be arranged on the topic. The CAO will reach out to Splatsin to request a meeting.

Mayor McCune

Nominations for Excellence in Education was announced by the Premier today.

Area F Director

- The Westside electoral area of the Central Okanagan Regional District has expressed a desire to join RDNO.
- Discussed RDNO's approach to in-person meetings and how not everybody wears a mask, which makes him concerned given how serious COVID-19 is.
- RDNO has provided \$10,000 grant to the Good Food Box. A portion will go to Enderby.

Chief Administrative Officer

- 806 Cliff Avenue subdivision – Met with engineer. They are working on utilities and backfill. The terrain is challenging.
- 506 Regent Ave – a live but unused water service was discovered on the property and deleted.
- McGowan subdivision – Should receive preliminary comments from engineers next week.
- Recreation Services dealing with public health orders.
- New LED lights going in today at City Hall.
- Flood mitigation report is in its final draft stage and should be on the next agenda.
- Arena restoration – Some time has been lost going through some of the processes of dealing with two insurers. We are now approaching our busy ice season, which will make the works more challenging to complete logistically, so staff are working through those things with the City's insurer and the restoration company.
- Community Futures (Debra Lyon) will likely be coming to Enderby once weekly to meet with clients beginning in early 2022.

Vernon North Okanagan Detachment: 3rd Quarter (Jul to Sep) 2021

Moved by Councillor Baird, seconded by Councillor Davyduke
"That Council receives the report for information."

CARRIED

NEW BUSINESSFinancial Support for the Village of Lytton

Moved by Councillor Baird, seconded by Councillor Schreiner
"That Council postpones consideration of the request to provide financial support for the Village of Lytton until staff report back with feedback from Lytton about how best to direct that support."

CARRIED

Discussion:

- Need to determine what the Province is doing.
- CAO suggested visiting the Lytton website to see the burden on the community and their plans. It is unclear what the Province has planned, although they have reportedly appointed two rebuilding liaisons recently.
- This financial request came from a third party, and it is not known if Lytton is soliciting this.
- Sympathy for Lytton – this was a major tragedy.

Disclosure of Contracts - Council

Memo from Chief Financial Officer dated October 26, 2021

Moved by Councillor Shishido, seconded by Councillor Knust

“That Council receives and files the disclosure of contracts memorandum dated October 26, 2021.”

CARRIED

Proposed Date and Time for Spring 2022 Business Walk

Memo from Planner and Deputy Corporate Officer

Moved by Councillor Case, seconded by Councillor Baird

“THAT the Spring 2022 Business Walk take place April 12, 2022 at 10:00 am and includes Area F representation and businesses.”

CARRIED

CORRESPONDENCE AND INFORMATION ITEMS

Ministry of Municipal Affairs Correspondence dated October 26, 2021

Municipal Affairs Statutes Amendment Act (No. 2), 2021

Moved by Councillor Case, seconded by Councillor Davyduke

“THAT Council receives and files the correspondence from the Ministry of Municipal Affairs dated October 26, 2021, with respect to the Municipal Affairs Statutes Amendment Act (No. 2), 2021.”

CARRIED

PUBLIC QUESTION PERIOD

None

ADJOURNMENT

Moved by Councillor Shishido, seconded by Councillor Davyduke

“THAT the regular meeting of November 1, 2021 adjourn at 5:25 p.m.”

CARRIED

MAYOR

CORPORATE OFFICER

Tate Bengtson

From: Kurt Inglis <kinglis@cityofenderby.com>
Sent: Friday, November 5, 2021 3:08 PM
To: tbengtson@cityofenderby.com
Subject: FW: Letter of Support

AGENDA
November 5, 2021

Kurt Inglis, MCIP, RPP
Planner and Deputy Corporate Officer
City of Enderby
P.O. Box 400, 619 Cliff Avenue
Enderby BC, V0E 1V0

Telephone: 250-838-7230 | Fax 250-838-6007
Email: kinglis@cityofenderby.com | Website: cityofenderby.com

From: Patricia Vetter
Sent: November 5, 2021 3:00 PM
To: kinglis@cityofenderby.com
Subject: Letter of Support

Hi Kurt,

As per our conversation last week I am sending this email to you so you or Tate can take this request to council. I am requesting a letter of support for the citizens of Enderby and district because of their concerns about the lack of doctors in Enderby. I hope that the Mayor and council will give us a letter of support for this cause as it is vitally important to many in the area.

Since Dr. Millar left for Salmon Arm, and the fact that the only 2 doctors in Enderby don't take on any more patients, the need for at least one more doctor is extremely important for the health of many in our community.

Thank you for your attention to this matter,
Sincerely,

Patricia (Patsy) Vetter

Sent from [Mail](#) for Windows



CITY OF ENDERBY

AUDIT PLANNING REPORT TO MAYOR AND COUNCIL

November 9, 2021

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EXECUTIVE SUMMARY



Your BDO Audit Team

Markus Schrott, CPA, CA will be the lead on the engagement team, supported by experts as deemed necessary. Please refer to page 4 for contact information should you have any questions or concerns regarding the financial statement audit.



Timeline

See the [Audit Timeline](#) section of the report for the detailed milestones.



Significant Audit Risks

Our audit is focused on risks specific to your business and key accounts. Specifically, we have identified the following areas on which to focus:

- ▶ Management override of internal controls



Materiality

We have determined that materiality for the current year audit will be based on non-financial assets, due to the use of these assets by the City to provide service to the community. Materiality is \$596,000 for the year ended December 31, 2021. Specific materiality has been determined based on total revenues and has been set at \$173,000 for the year ended December 31, 2021.



Engagement Objectives

Our overall responsibility is to form and express an opinion on the financial statements. The performance of this audit does not relieve management or those charged with governance of their responsibilities. Please see the attached engagement letter in [Appendix B](#) for specific details regarding the scope of our work.



Fraud Discussion

Through our planning process, and prior years' audits, we have developed an understanding of your oversight processes. We are not currently aware of any fraud affecting the City. Please see [Appendix E](#) for clarification of the auditor's responsibilities for detecting fraud.

If you are aware of changes to processes or are aware of any instances of actual, suspected or alleged fraud affecting the City, we request that you provide us with this information.

YOUR DEDICATED BDO AUDIT TEAM

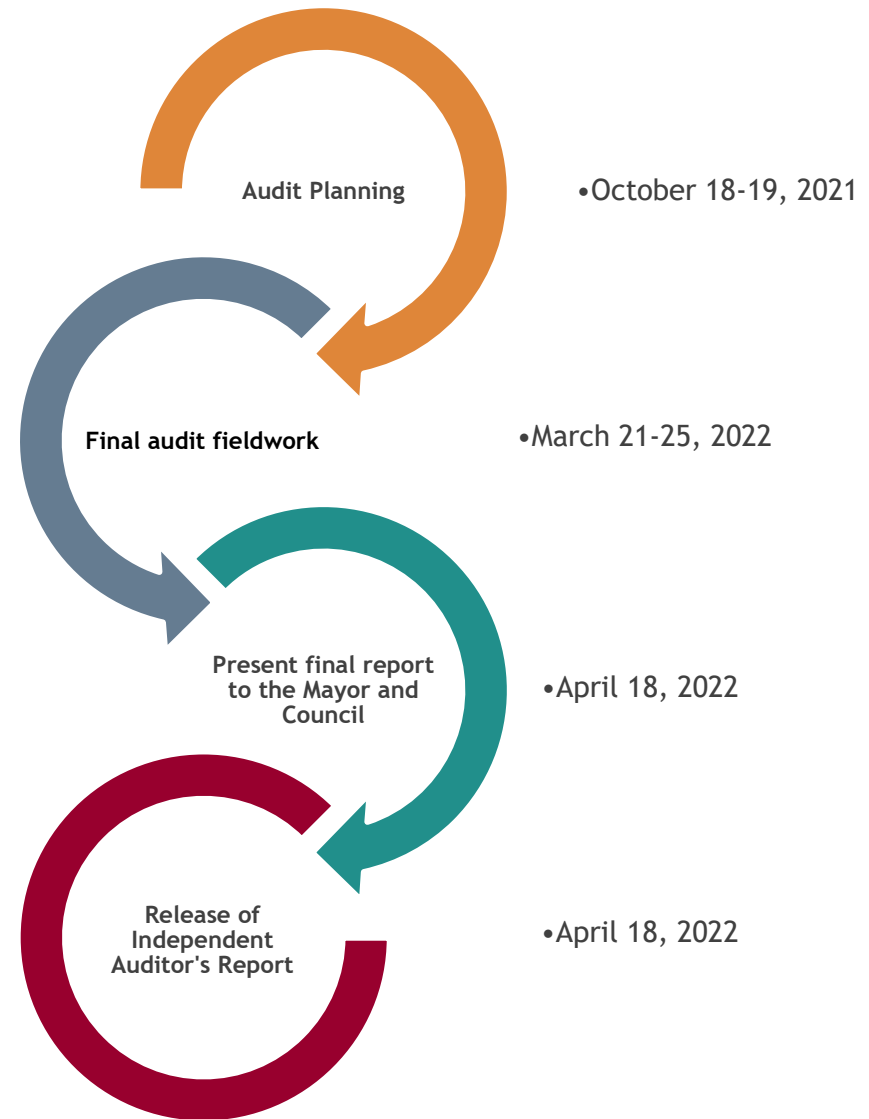
In order to ensure effective communication between the Mayor and Council and BDO Canada LLP, the contact details of the engagement team are outlined below. We attempt to provide continuity of service to our clients to the greatest extent possible in accordance with mandated partner rotation rules. When rotation is required for key members of the engagement team, we will discuss this matter with the Mayor and Council and determine the appropriate new individual(s) to be assigned to the engagement based on particular experience, expertise and engagement needs.

NAME	ROLE	PHONE NUMBER	EMAIL
Markus Schrott, CPA, CA	Engagement Partner	1.250.275.8852	mschrott@bdo.ca
Tiana Verigin, CPA,CA	Manager	1.236.766.1589	tverigin@bdo.ca
Tessni Carruthers	Audit Senior	1.250.541.8830	tecarruthers@bdo.ca

AUDIT TIMELINE

The following schedule outlines the anticipated timing of the audit of the financial statements of the City.

As part of the year end Mayor and Council meeting, we will provide the Mayor and Council with a copy of our draft audit opinion, discuss our findings, including significant estimates utilized by management, accounting policies, financial statement disclosures, and significant transactions completed during the year. We will also report any significant internal control deficiencies identified during our audit and reconfirm our independence.



SIGNIFICANT AUDIT RISKS AND PLANNED RESPONSES

Based on our knowledge of the City’s business, our past experience, and knowledge gained from management and the Mayor and Council, we have identified the following significant risks; those risks of material misstatement that, in our judgment, require special audit consideration.

Significant risks arise mainly because of the complexity of the accounting rules, the extent of estimation and judgment involved in the valuation of these financial statement areas, and the existence of new accounting pronouncements that affect them. We request your input on the following significant risks and whether there are any other areas of concern that the Mayor and Council has identified.

AREAS OF FOCUS	RISKS NOTED	AUDIT APPROACH
Management Override of Internal Controls	Management is in a unique position to directly or indirectly change accounting records without oversight, and prepare financial statements by overriding controls that otherwise appear to be operating effectively.	Review of transactions recorded in the various ledgers for unusual or non-recurring adjustments not addressed by other audit procedures.

MATERIALITY



Misstatements, including omitted financial statement disclosures, are considered to be material if they, individually or in aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

Judgments about materiality are made in light of surrounding circumstances and include an assessment of both quantitative and qualitative factors and can be affected by the size or nature of a misstatement, or a combination of both.

Preliminary materiality was determined to be \$596,000, based on 2% of non-financial assets and is applied to all non-financial assets. Preliminary specific materiality has been determined based on total revenues and has been set at \$190,000 and applied to all financial assets, liabilities, revenue and expenses.

Our materiality calculation is based on the City's preliminary results. In the event that actual results vary significantly from those used to calculate preliminary materiality, we will communicate these changes to the Mayor and Council as part of our year end communication.

We will communicate all corrected and uncorrected misstatements identified during our audit to the Mayor and Council, other than those which we determine to be "clearly trivial". Misstatements are considered to be clearly trivial for purposes of the audit when they are inconsequential both individually and in aggregate.

We encourage management to correct any misstatements identified throughout the audit process.

APPENDICES

Appendix A: BDO audit strategy

Appendix B: Communication requirements

Appendix C: Engagement letter

Appendix D: Independence letter

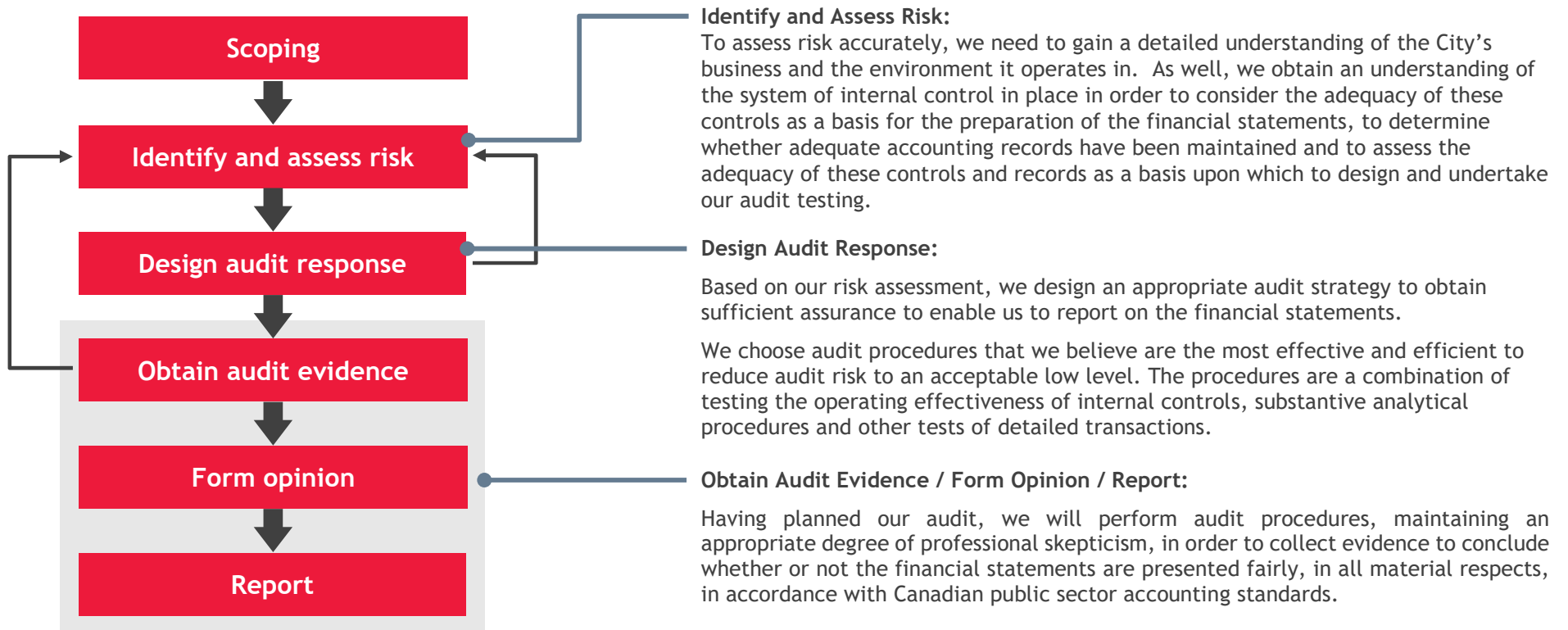
Appendix E: Schedule of audit services

Appendix F: Responsibilities

APPENDIX A: BDO AUDIT STRATEGY

Our overall audit strategy involves extensive partner and manager involvement in all aspects of the planning and execution of the audit and is based on our overall understanding of the City.

We will perform a risk-based audit which allows us to focus our audit effort on higher risk areas and other areas of concern for management and the Mayor and Council.



APPENDIX B: COMMUNICATION REQUIREMENTS

Required Communication	Audit Planning Presentation	Audit Results Presentation	Communication Completed
1. Our responsibilities under Canadian GAAS	✓		Y
2. Our audit strategy and audit scope	✓		Y
3. Fraud risk factors	✓		Y
4. Going concern matters		✓	N
5. Significant estimates or judgments		✓	N
6. Audit adjustments		✓	N
7. Unadjusted misstatements		✓	N
8. Omitted disclosures		✓	N
9. Disagreements with Management		✓	N
10. Consultations with other accountants or experts		✓	N
11. Major issues discussed with management in regards to auditor retention		✓	N
12. Significant difficulties encountered during the audit		✓	N
13. Significant deficiencies in internal control		✓	N
14. Material written communication between BDO and Management		✓	N
15. Any relationships which may affect our independence	✓		Y
16. Any illegal acts identified during the audit		✓	N
17. Any fraud or possible fraudulent acts identified during the audit		✓	N
18. Significant transactions with related parties not consistent with ordinary business		✓	N
19. Non-compliance with laws or regulations identified during the audit		✓	N
20. Limitations of scope over our audit, if any		✓	N
21. Written representations made by Management		✓	N
22. Any modifications to our opinion, if required		✓	N

APPENDIX C: ENGAGEMENT LETTER



Tel: (250) 545-2136
Fax: +1 (250) 545-3364
www.bdo.ca

BDO Canada LLP
2706 30th Avenue, Suite 202
Vernon, BC V1T 2B6

October 29, 2021

City of Enderby
619 Cliff Avenue
P.O. Box 400
Enderby, BC
V0E 1V0

Dear Jennifer Bellamy,

We understand that you wish to engage us as the auditors of City of Enderby for its fiscal year ended December 31, 2021 and subsequent years.

We are pleased to perform the engagement subject to the terms and conditions of this Agreement, to which the attached Standard Terms and Conditions form an integral part. The definitions set out in the Standard Terms and Conditions are applicable throughout this Agreement. This Agreement will remain in place and fully effective for future years until varied or replaced by another relevant written agreement.

Markus Schrott will be the Engagement Partner for the audit work we perform for you. The Engagement Partner will call upon other individuals with specialized knowledge to assist in the performance of services.

Our Role as Auditors

We will conduct our audit(s) in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements prepared in accordance with Canadian public sector accounting standards are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. Our audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by you, as well as evaluating the overall financial statement presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, whether by fraud or error, may not be detected, even though the audit is properly planned and performed in accordance with Canadian generally accepted auditing standards.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of your internal controls. However, we will communicate to you concerning any significant deficiencies in internal controls relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate matters required by professional standards, to the extent that such matters come to our attention, to you, those charged with governance and/or the board of directors.



Reporting

Our audit will be conducted on the basis that the financial statements have been prepared in accordance with Canadian public sector accounting standards.

Our independent auditor's report will be substantially in the form set out in Canadian Auditing Standard (CAS) 700. The form and content of our report may need to be amended in the light of our audit findings. If we are unable to issue or decline to issue an audit report, we will discuss the reasons with you and seek to resolve any differences of view that may exist.

Role of Management and Those Charged with Governance

You acknowledge and understand that you have responsibility for:

- (a) the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards. The audit of the financial statements does not relieve you of your responsibilities;
- (b) such internal controls as you determine are necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error; and
- (c) providing us with:
 - access, in a timely manner, to all information of which you are aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
 - additional information that we may request for the purpose of the audit;
 - unrestricted access to persons within the entity from whom we determine it is necessary to obtain audit evidence;
 - financial and non-financial information (other information) that will be included in document(s) containing financial statements and our audit report thereon prior to the date of our auditor's report. If it is not possible to provide all the other information prior to the date of our auditor's report, you are responsible for provision of such other information as soon as practicable; and
 - written confirmation concerning representations made to us in connection with the audit. If appropriate and adequate written representations are not provided to us, professional standards require that we disclaim an audit opinion.

Financial Statement Services

We will obtain your approval, if during the course of our engagement we:

- (a) prepare or change a journal entry; or
- (b) prepare or change an account code or a classification for a transaction.



Tax Services

Our audit is conducted primarily to enable us to express an opinion on the financial statements. The audit process is not designed to provide us with a full understanding of your tax situation and in particular, to allow us to determine whether the entity has specific tax compliance issues. We understand that you are not looking to BDO to provide you with any guidance or advice in regard to tax planning or compliance.

Additional Services

We are available to provide a wide range of services beyond those outlined in this Agreement. To the extent that any additional services that we provide to you that are not provided under a separate written engagement agreement, the provisions of this Agreement will apply to the services.

Fee Estimation

The estimated fee for this engagement is as follows:

- Audit services: \$16,500

For each future year we will issue a Summary of Services providing details of our Services and fees.

Our estimated fee is based on an assumed level of quality of your accounting records, the agreed upon level of preparation and assistance from your personnel and adherence to the agreed-upon timetable. Our estimated fee also assumes that your financial statements are in accordance with Canadian public sector accounting standards and that there are no significant new or changed accounting policies or issues or internal control or other reporting issues. We will inform you on a timely basis if these factors are not in place. Should our assumptions with respect to the quality of your accounting records be incorrect or should the conditions of the records, degree of cooperation, results of audit procedures, or other matters beyond our reasonable control require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates.

We will also bill you for our out-of-pocket expenses, our administrative and technology charge, and applicable Goods and Services Sales Tax, Harmonized Sales Tax, Quebec Sales Tax and Provincial Sales Tax. Our administrative and technology charge is calculated as 6% of our professional fee and represents an allocation of estimated costs associated with our technology infrastructure and support staff time costs.

Our fees will be invoiced and payable as follows:

- \$4,000 interim payment;
- \$10,000 prior to issuance of assurance report; and
- \$2,500 within 10 days after issuance of our final invoice along with any additional required final payments.



Our accounts are due when rendered and invoiced amounts are deemed to be earned when paid. BDO may suspend the performance of Services in the event that you fail to pay an invoice when it is due. Fees that are not paid within 30 days of an invoice or by a specified payment deadline will be considered delinquent. Interest may be charged at the rate of 12% per annum on all accounts outstanding for more than 30 days.

Standard Terms and Conditions

A copy of our Standard Terms and Conditions is attached as Appendix 1. You should ensure that you read and understand them. **The Standard Terms and Conditions include clauses that limit our professional liability.**

Please sign and return the attached copy of this Agreement to indicate your agreement with it. If you have any questions concerning this Agreement, please contact us before signing it.

It is a pleasure for us to be of service and we look forward to many future years of association with you.

Yours truly,

Chartered Professional Accountants

Agreement of all the terms and conditions in this Agreement is hereby acknowledged by:

Signature

Date

Name (please print)

Position

Please carefully review this Agreement, which includes the attached Standard Terms and Conditions, prior to signing it. A complete copy of the signed engagement letter should be returned to us.



Appendix 1 - Standard Terms and Conditions

1 Overview and Interpretation

1.1 This Agreement sets forth the entire agreement between the parties in relation to Services and it supersedes all prior agreements, negotiations or understandings, whether oral or written, with respect to Services. To the extent that any of the provisions of the accompanying letter conflict with these Standard Terms and Conditions, these Standard Terms and Conditions shall prevail. This Agreement may not be changed, modified or waived in whole or part except by an instrument in writing signed by both parties.

1.2 In this Agreement, the following words and expressions have the meanings set out below:

This Agreement - these Standard Terms and Conditions, the letter to which they are attached, any supporting schedules or other appendices to the letter, and any Summary of Services letters issued in future years

Services - the services provided or to be provided under this Agreement

We, us, our, BDO - refer to BDO Canada LLP, a Canadian limited liability partnership organized under the laws of the Province of Ontario

You, your - the party or parties contracting with BDO under this Agreement, including the party's or parties' management and those charged with corporate governance. You and your does not include BDO, its affiliates or BDO Member Firms

BDO Member Firm or Firms - any firm or firms that form part of the international network of independent firms that are members of BDO International Limited

Confidential Information - information that contains identifying features that can be attributed to you or individual personnel

2 BDO Network and Sole Recourse

2.1 BDO is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international network of independent member firms (i.e. BDO Member Firms), each of which is a separate legal entity.

2.2 We may use other BDO Member Firms or subcontractors to provide Services; however, we remain solely responsible for Services. You agree not to bring any claim or action against another BDO Member Firm (or their partners, members, directors, employees or subcontractors) or our subcontractors in respect of any liability relating to the provision of Services.

2.3 You agree that any of our affiliates, subcontractors, and other BDO Member Firms and any subcontractors thereof whom we directly or indirectly involve in providing Services have the right to rely on and enforce Section 2.2 above as if they were a party to this Agreement.

3 Respective Responsibilities

3.1 We will use reasonable efforts to complete, within any agreed-upon time frame, the performance of Services.



3.2 You shall be responsible for your personnel's compliance with your obligations under this Agreement. We will not be responsible for any delays or other consequences arising from you not fulfilling your obligations.

4 Working Papers and Deliverables

4.1 **Ownership** - Any documents prepared by us, or for us, in connection with Services belong solely to us.

4.2 **Oral advice and draft deliverables** - You should not rely upon any draft deliverables or oral advice provided by us. Should you wish to rely upon something we have said to you, please let us know and, if possible, we will provide the information that you require in writing.

4.3 **Translated documents** - If you engage us to translate any documents, advice, opinions, reports or other work product of BDO from one language to another, you are responsible for the accuracy of the translation work.

4.4 **Reliance by Third Parties** - Our Services will not be planned or conducted in contemplation of or for the purpose of reliance by any party other than you. Items of possible interest to a third party will not be addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

4.5 **Consent to use the Report** - Nothing in this Agreement shall be construed as consent to the use of our report in connection with a continuous disclosure document, a public or private offering document, an annual report or any other document and we expressly do not provide such consent. If you request consent for the use of our report, we will consider, at the relevant time, providing consent and any conditions that we may attach to such consent. Our consent must be in writing.

4.6 **Consent requests** - In order to provide consent, professional standards require that we read the other information in the related document and consider whether such information is materially inconsistent with the related financial statements. Any consent request must be made on a sufficiently timely basis to allow us to consider your identification and resolution of events occurring in the period since the date of our report, and to obtain updated written representation letters. Such procedures will be performed at your cost and will be documented in a separate engagement letter.

5 Confidentiality

5.1 We agree to use Confidential Information provided by you only in relation to the Services in connection with which the information is provided and we will not disclose the information, except where required by law, regulation or professional obligation. We may however, give Confidential Information to other BDO Member Firms or other subcontractors assisting us in providing Services. Any party to whom we subcontract work will be required to keep Confidential Information confidential either by professional obligation or contract with us. Any BDO Member Firms or other subcontractors we use will be bound by the same confidentiality obligations.

5.2 BDO shall be entitled to include a description of the work we render to or for you in marketing and research materials and disclose such information to third parties, provided that all such information will be made anonymous and not associated with you. Additionally, we may analyze information on an industry or sector basis for internal purposes or to provide industry/sector wide information to our clients or potential clients.



You consent to our using information obtained from you in this way provided that the outputs therefrom will not contain any identifying features that can be attributed to you.

6 Independence

- 6.1 Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to our clients in the performance of our Services. We will communicate to you any relationships between BDO (including its related entities) and you that, in our professional judgment, may reasonably be thought to bear on our independence.

7 Offers of Employment

- 7.1 Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence. Your recruitment of an engagement team member from the current or prior year's engagement may compromise our independence and our ability to render agreed Services to you. Engagement team members may include current and former partners and staff of BDO, other BDO Member Firms and other firms who work under our direction. Therefore, you agree to inform us prior to any such discussions so that you and we can implement appropriate safeguards to maintain our independence.

8 Professional and Regulatory Oversight

- 8.1 As required by legal, regulatory, or professional authorities (both in Canada and abroad) and by BDO policy, our client files must periodically be reviewed by practice inspectors to ensure that we are adhering to professional and BDO standards. It is understood that by entering into this Agreement, you provide your consent to us providing our files relating to your engagement to the practice inspectors for the sole purpose of their inspection.
- 8.2 Certain regulatory bodies may also have the right to conduct investigations of you, including the Services provided by us. To the extent practicable and permitted by law, we will advise you of any such investigation request or order prior to providing our working papers.
- 8.3 You agree to reimburse us for our time and expenses, including reasonable legal fees, incurred in responding to any investigation that is requested or authorized by you or investigations of you undertaken under government regulation or authority, court order or other legal process.

9 Privacy and Consents

- 9.1 You agree we will have access to all personal information in your custody that we require to complete our engagement. We may collect, use, transfer, store, or process such information disclosed by you of a personal nature (personal information). Our Services are provided on the understanding that:
- (a) you have obtained any consents for collection, use and disclosure to us of personal information required under all applicable privacy legislation; and
 - (b) we will hold all personal information in compliance with our Privacy Statement.



10 Electronic Communications

- 10.1 Both parties recognize and accept the security risks associated with email communications, including but not limited to the lack of security, unreliability of delivery and possible loss of confidentiality and privilege. Unless you request in writing that we do not communicate by internet email, you assume all responsibility and liability in respect of risk associated with its use.
- 10.2 By signing this Agreement, you provide BDO with express consent to communicate with you and your employees, as applicable, electronically, including sending BDO newsletters, publications, announcements, invitations and other news and alerts that may be of interest to you. You and your employees may withdraw such consent at any time by contacting BDO at www.bdo.ca/unsubscribe.

11 Limitation of Liability

- 11.1 In any dispute, action, claim, demand for losses or damages arising out of the Services performed by BDO pursuant to this Agreement, BDO shall only be liable for its proportionate share of the total liability based on degree of fault as determined by a court of competent jurisdiction or by an independent arbitrator as a result of the dispute resolution procedures, notwithstanding the provisions of any statute or rule of common law which create, or purport to create, joint and several liability.
- 11.2 Our liability shall be restricted to damages of a direct and compensatory nature and shall not include indirect, consequential, aggravated or punitive damages, or damages for loss of profits or expected tax savings, whether or not the likelihood of such loss or damage was contemplated.
- 11.3 You agree that BDO shall in no event be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount of more than the higher of:
- (a) three times the fees paid to BDO by you, in a twelve consecutive month period, for the Services provided pursuant to this Agreement giving rise to the claim; and
 - (b) \$25,000.
- 11.4 No exclusion or limitation on the liability of other responsible persons imposed or agreed at any time shall affect any assessment of our proportionate liability hereunder, nor shall settlement of or difficulty enforcing any claim, or the death, dissolution or insolvency of any such other responsible persons or their ceasing to be liable for the loss or damage or any portion thereof, affect any such assessment.
- 11.5 You agree claims or actions relating to the delivery of Services shall be brought against us alone, and not against any individual. Where our individuals are described as partners, they are acting as one of our members.

12 Indemnity

- 12.1 To the fullest extent permitted by applicable law and professional regulations, you agree to indemnify and hold harmless BDO from and against all losses, costs (including solicitors' fees), damages, expenses, claims, demands or liabilities arising out of or in consequence of:



- (a) a misrepresentation by a member of your management or board of directors, regardless of whether such person was acting in your interest;
- (b) the Services performed by BDO pursuant to this Agreement, unless, and to the extent that, such losses, costs, damages and expenses are found by a court of competent jurisdiction to have been due to the gross negligence of BDO. In the event that the matter is settled out of court, we will mutually agree on the extent of the indemnification to be provided by you, failing which, the matter may be referred to dispute resolution in accordance with the terms of this Agreement.

13 Alternative Dispute Resolution

- 13.1 Both parties agree that they will first attempt to settle any dispute arising out of or relating to this Agreement or the Services provided hereunder through good faith negotiations.
- 13.2 In the event that the parties are unable to settle or resolve their dispute through negotiation, such dispute shall be subject to mediation pursuant to the National Mediation rules of the ADR Institute of Canada Inc. All disputes remaining unsettled for more than 60 days following the parties first meeting with a mediator or such longer period as the parties mutually agree upon shall be subject to arbitration pursuant to the National Arbitration Rules of the ADR Institute of Canada Inc. Such arbitration shall be final, conclusive and binding upon the parties, and the parties shall have no right of appeal or judicial review of the decision. The parties hereby waive any such right of appeal which may otherwise be provided for in any provincial arbitration statute made applicable under the National Arbitration Rules.

14 Limitation Period

- 14.1 You shall make any claim relating to Services or otherwise under this Agreement no later than one year after you became aware or ought reasonably to have become aware of the facts giving rise to any such claim.
- 14.2 You shall in no event make any claim relating to the Services or otherwise under this Agreement later than four years after the completion of the Services under this Agreement.
- 14.3 To the extent permitted by law, the parties to this Agreement agree that the limitation periods established in this Agreement replace any limitation periods under any limitations act and/or any other applicable legislation and any limitation periods under any limitations act and/or any other applicable legislation shall not alter the limitation periods specified in this Agreement.

15 Québec Personnel

- 15.1 We may sometimes have individual partners and employees performing Services within the Province of Québec who are members of the Ordre des comptables professionnels agréés du Québec. Any such members performing professional services hereunder assumes full personal civil liability arising from the practice of their profession, regardless of their status within our partnership. They may not invoke the liability of our partnership as grounds for excluding or limiting their own liability. Any limitation of liability clauses in this Agreement shall therefore not apply to limit the personal civil liability of partners and employees who are members of the Ordre des comptables professionnels agréés du Québec.



16 Termination

- 16.1 This Agreement applies to Services whenever performed (including before the date of this Agreement).
- 16.2 You or we may terminate this Agreement at any time upon written notice of such termination to the other party. We will not be liable for any loss, cost or expense arising from such termination. You agree to pay us for all Services performed up to the date of termination, including Services performed, work-in-progress and expenses incurred by us up to and including the effective date of the termination of this Agreement.

17 Governing Laws

- 17.1 The terms of our engagement shall remain operative until amended, terminated, or superseded in writing. They shall be interpreted according to the laws of British Columbia in which BDO's principal Canadian office performing the engagement is located, without regard to such province/territory's rules on conflicts of law.

18 Survival

- 18.1 The provisions of this Agreement that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement. Any clause that is meant to continue to apply after termination of this Agreement will do so.

19 Force Majeure

- 19.1 We will not be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond our reasonable control, including acts of God, war, acts by governments and regulators, acts of terrorism, accident, fire, flood or storm or civil disturbance.

20 Assignment

- 20.1 No party may assign, transfer or delegate any of the rights or obligations hereunder without the written consent of the other party or parties. BDO may engage independent contractors and BDO Member Firms to assist us in performing the Services in this Agreement without your consent.

21 Severability

- 21.1 If a court or regulator with proper jurisdiction determines that a provision of this Agreement is invalid, then the provision will be interpreted in a way that is valid under applicable law or regulation. If any provision is invalid, the rest of this Agreement will remain effective.

Version number 202109

APPENDIX D: INDEPENDENCE LETTER

APPENDIX E: SCHEDULE OF AUDIT SERVICES

The Mayor and Council of City of Enderby (the “City”) has considered the planned performance of the following audit and other permitted services (“Services”) by BDO Canada LLP (“Independent Auditor”) during fiscal 2021.

The Services do not involve any prohibited services as outlined in the Independence Standards.

All other Services not listed below must be specifically pre-approved by the Mayor and Council.

AUDIT SERVICES

Service	Summary of Service
Annual audit	Audit of the City’s financial statements.
Consultations concerning accounting and financial reporting standards	Discussion, research and consultation on new accounting pronouncements affecting the City and the accounting for unusual or non-recurring transactions.

APPENDIX F: RESPONSIBILITIES

It is important for the Mayor and Council to understand the responsibilities that rest with the City and its management, those that rest with the external auditor, and the responsibilities of those charged with governance. BDO’s responsibilities are outlined below and within the annual engagement letter attached as Appendix B to this letter.

AUDITOR’S ENGAGEMENT OBJECTIVES

Our overall objective is to express an opinion as to whether the financial statements present fairly, in all material respects, the financial position, financial performance and cash flows of the City in accordance with Canadian public sector accounting standards.

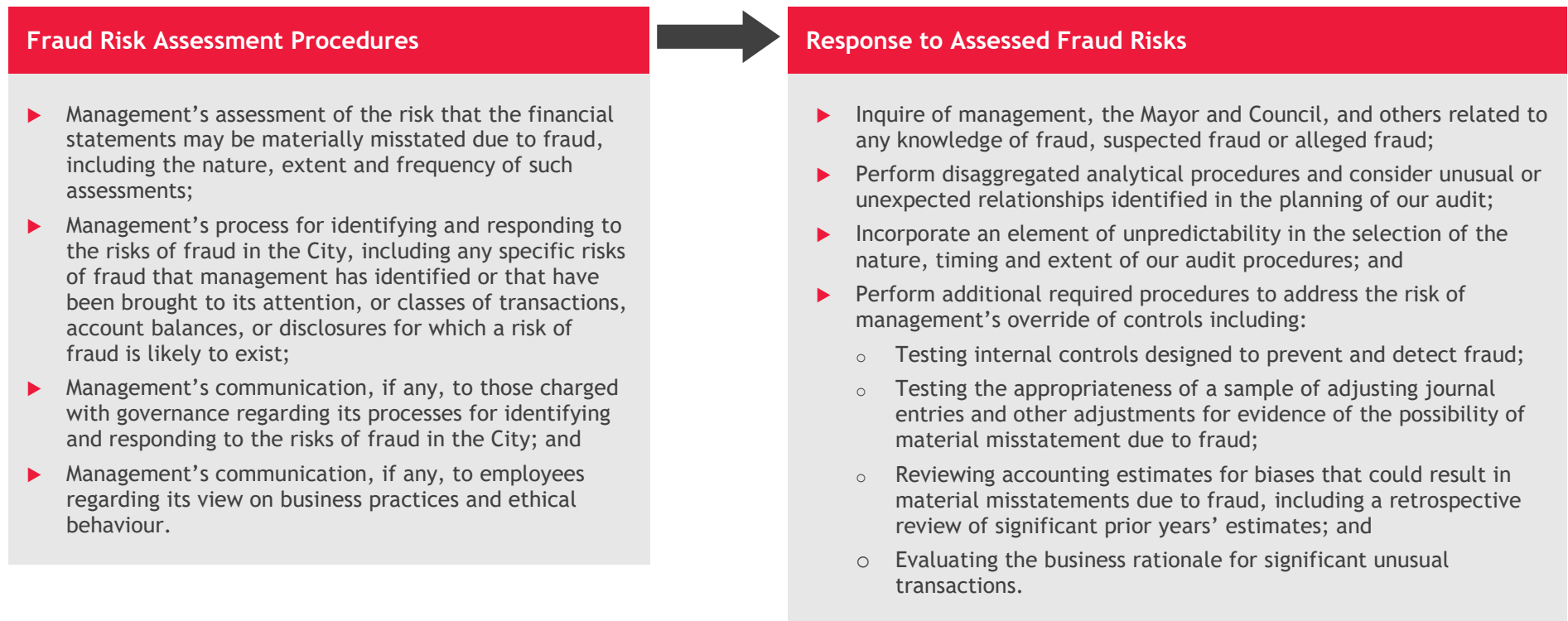
Year-End Audit Work	Other Information
<ul style="list-style-type: none"> ▶ Work with management towards the timely issuance of financial statements. ▶ Provide timely and constructive management letters. This will include deficiencies in internal control identified during our audit. ▶ Present significant findings to the Mayor and Council including key audit and accounting issues, any significant deficiencies in internal control and any other significant matters arising from our work. 	<ul style="list-style-type: none"> ▶ Read the other information included in the City’s Annual Report to identify material inconsistencies, if any, with the audited financial statements.
	Year-Round Work
	<ul style="list-style-type: none"> ▶ Consult regarding accounting, income tax and reporting matters as requested throughout the year.

AUDITOR’S RESPONSIBILITIES FOR DETECTING FRAUD

We are responsible for planning and performing the audit to obtain reasonable assurance that the financial statements are free of material misstatements, whether caused by error or fraud, by:

- ▶ Identifying and assessing the risks of material misstatement due to fraud;
- ▶ Obtaining sufficient and appropriate audit evidence regarding the assessed risks of material misstatement due to fraud, through designing and implementing appropriate responses; and
- ▶ Responding appropriately to fraud or suspected fraud identified during the audit.

The likelihood of not detecting a material misstatement resulting from fraud is higher than the likelihood of not detecting a material misstatement resulting from error because fraud may involve collusion as well as sophisticated and carefully organized schemes designed to conceal it.

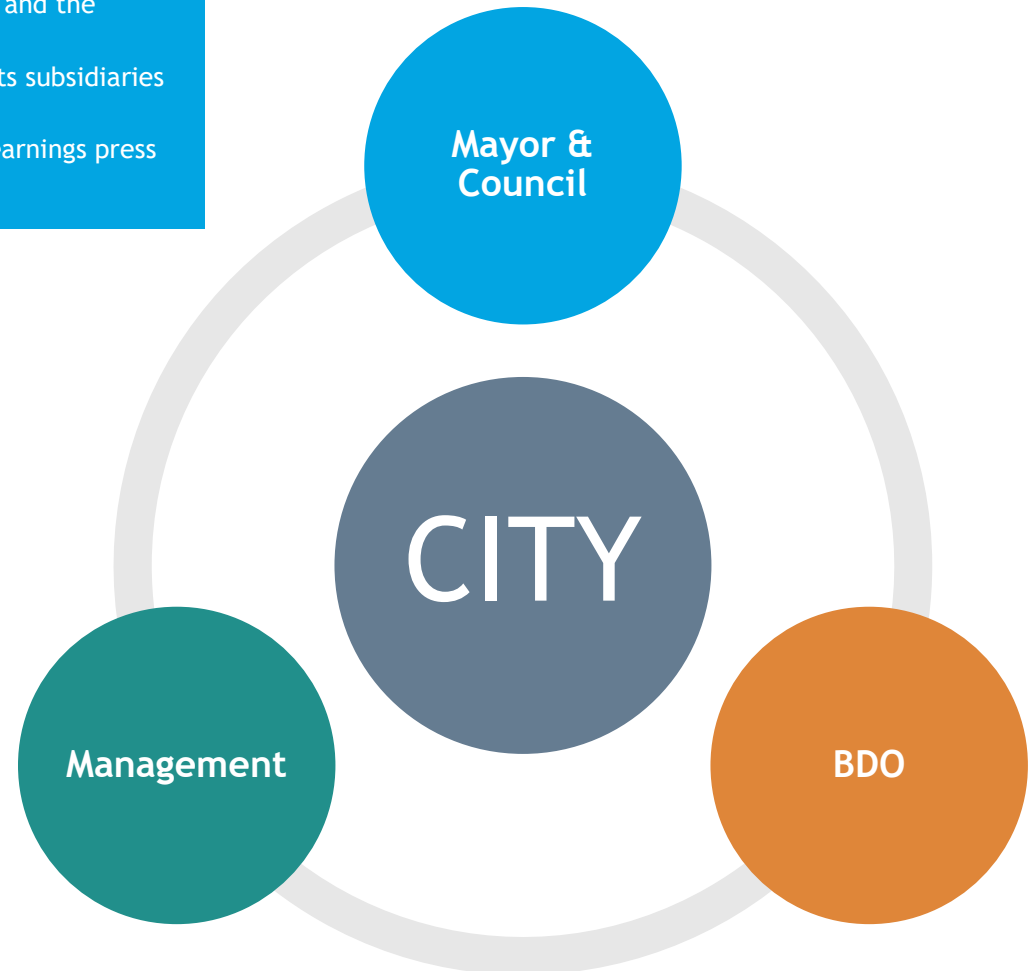


RESPONSIBILITIES OF THOSE CHARGED WITH GOVERNANCE

- ▶ Oversee the work of the external auditor engaged for the purpose of issuing an independent auditor’s report.
- ▶ Facilitate the resolution of disagreements between management and the external auditor regarding financial reporting matters.
- ▶ Pre-approve all non-audit services to be provided to the City or its subsidiaries by the external auditor.
- ▶ Review the financial statements, MD&A and annual and interim earnings press releases before the City publicly discloses this information.

MANAGEMENT RESPONSIBILITIES

- ▶ Maintain adequate accounting records and maintain an appropriate system of internal control for the City.
- ▶ Select and consistently apply appropriate accounting policies.
- ▶ Prepare the annual financial statements in accordance with Canadian public sector accounting standards.
- ▶ Safeguard the City’s assets and take reasonable steps for the prevention and detection of fraud and other irregularities.
- ▶ Make available to us, as and when required, all of the City’s accounting records and related financial information.



THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Tate Bengtson, Chief Administrative Officer
From: Kurt Inglis, Planner and Deputy Corporate Officer
Date: November 10, 2021
Subject: City of Enderby Flood Mapping and Risk Assessment Report

RECOMMENDATION

THAT Council receives and files the City of Enderby Flood Mapping and Risk Assessment Report by Interior Dams dated November 9, 2021;

AND THAT Council directs staff to report back with implementation measures to address the recommendations contained in the City of Enderby Flood Mapping and Risk Assessment Report.

BACKGROUND

The Community Emergency Preparedness Fund is a Provincial grant opportunity to enhance the resiliency of local governments and their residents in responding to emergencies. One of the funding streams is *Flood Risk Assessment, Flood Mapping and Flood Mitigation Planning*.

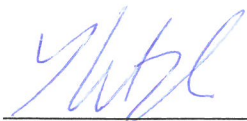
The City was successful in obtaining grant funds for the following activities:

- Undertaking hydrologic analysis and hydraulic modelling;
- Determining the local flood hazard;
- Preparing updated flood mapping;
- Completing a flood risk assessment; and
- Conducting a preliminary review of passive and active risk mitigation strategies.

Interior Dams was contracted for the project and is now advancing the finalized City of Enderby Flood Mapping and Risk Assessment Report to Council for a discussion of its findings.

Following consideration of the report, it is recommended that Council receive the City of Enderby Flood Mapping and Risk Assessment Report for information and direct Staff to report back with implementation measures to address the report's findings.

Respectfully Submitted,



Kurt Inglis
Planner and Deputy Corporate Officer

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: November 10, 2021
Subject: One-Year Extension of North Okanagan Mutual Aid Agreement for Firefighting

RECOMMENDATION

THAT Council authorizes the Mayor and Corporate Officer to execute a one-year extension to the North Okanagan Mutual Aid Agreement for firefighting, substantially as presented.

BACKGROUND

Attached to this memorandum is a one-year extension to the North Okanagan Mutual Aid Agreement for firefighting. The existing agreement expires at the end of 2021.

The reason for the one-year extension is to provide the parties with additional time to consider proposed amendments, before entering into a new agreement for a full term. While the existing agreement has served the parties' purposes, there are proposals under discussion that may better align language with implementation and address aspects of the present agreement that are implied rather than explicit.

As the parties do not want to see the agreement lapse due to its value to protective services across the region, a one-year extension is recommended so that there is an opportunity to consider the proposals fully, before renewing a long-term commitment.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

MUTUAL AID AGREEMENT

BETWEEN:

CITY OF VERNON, a municipal corporation under the *Local Government Act* having its municipal offices at 3400 30th Street, Vernon, British Columbia

OF THE FIRST PART

AND:

CITY OF ENDERBY, a municipal corporation under the *Local Government Act* having its municipal offices at 619 Cliff Avenue, Enderby, British Columbia

OF THE SECOND PART

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN, a regional district under the *Local Government Act* having its offices at 9848 Aberdeen Road, Coldstream, British Columbia

OF THE THIRD PART

AND:

CITY OF ARMSTRONG, a municipal corporation under the *Local Government Act* having its municipal offices at 3570 Bridge Street, Armstrong, British Columbia

OF THE FOURTH PART

AND:

TOWNSHIP OF SPALLUMCHEEN, a municipal corporation under the *Local Government Act* having its municipal offices at 4144 Spallumcheen Way, British Columbia

OF THE FIFTH PART

AND:

DISTRICT OF COLDSTREAM, a municipal corporation under the *Local Government Act* having its municipal offices 9901 Kalamalka Road, Coldstream, British Columbia

OF THE SIXTH PART

WHEREAS the parties to this Agreement (collectively the “Parties” and individually each a “Party”) each maintain their own fire service, firefighting equipment and personnel;

AND WHEREAS the Parties consider it to be to their mutual and collective benefit to cooperate in the resolution of emergency incidents;

AND WHEREAS the municipal councils and regional boards, as applicable, of the Parties have approved this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement,

- (a) “Chief Fire Official” or “Official” means, for each Party, the senior fire official responsible for the fire services of that Party within the Party’s respective fire protection area, or the official’s authorized delegate to act on their behalf;
- (b) “Emergency” means a real or anticipated occurrence that in the opinion of the Chief Fire Official cannot be brought under control by the use of local emergency resources and that endangers the health, safety or welfare of people or may cause widespread damage to property and which does not constitute a declaration of local state of emergency within the meaning of *Emergency Program Act*, RSBC 1996, c 111;
- (c) “Emergency Resources” means apparatus, equipment, consumables and people, held by, in the service of, or directly available to the fire services of a Party, including without limitation those resources shown in Schedule B;
- (d) “Mutual Aid” means Emergency Resources provided by the Providing Party to the Requesting Party;
- (e) “Providing Party” means a Party receiving a request for assistance under this Agreement from a Requesting Party;
- (f) “Region” means those areas contained within the fire district jurisdiction of the Parties; and
- (g) “Requesting Party” means a Party requesting assistance under this Agreement from a Providing Party.

1.2 In this Agreement, except as otherwise expressly provided,

- (a) “Agreement” means this agreement, including the recitals and schedules, as amended by the parties in writing from time to time;
- (b) the headings and captions are for convenience only and do not form part of this Agreement and will not be used to interpret, define or limit the scope or intent of this Agreement or any of its provisions;

- (c) a reference to a statute includes every regulation made under the statute, all amendments to the statute or to the regulation in force from time to time, and any statute or regulation that supplements or supersedes the statute or the regulation; and
- (d) a word importing the masculine gender includes the feminine or neuter, a word importing the singular includes the plural and, in each case, vice versa.

1.3 This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia.

1.4 The following schedules form part of this Agreement:

Schedule A – Performance Standards

Schedule B – Rates

Schedule C – Mailing Addresses.

2. STANDARD CLAUSES AND TERM

2.1 This Agreement

(a) comes into force and effect on January 1, 2022, and

(b) shall remain in force and effect through to December 31, 2022.

2.2 This Agreement replaces the “Mutual Aid Agreement” expiring December 31, 2021.

2.3 Any Party may terminate its rights and obligations under this Agreement by giving the other Parties thirty (30) days’ notice in writing of its intention to do so.

2.4 This Agreement is not assignable to any other person without the prior written consent of the other Parties to the Agreement.

2.5 Where a Party terminates its rights and obligations pursuant to section 2.3, this Agreement shall otherwise continue in force as before between the remaining Parties.

2.6 This Agreement is the entire agreement between the Parties in respect of the provision of assistance by the Parties to one another for the purposes of bringing an Emergency under control.

3. PROCEDURE

3.1 If a Chief Fire Official determines, based on policy of the local jurisdiction, that an Emergency is occurring or is imminent, the Official shall, in the sole and absolute discretion of the Official, decide whether the emergency is one that requires Mutual Aid and may request Emergency Resources under this Agreement.

3.2 A Chief Fire Official who receives a request for Emergency Resources from any other Chief Fire Official in the manner provided in this Agreement may respond with Emergency Resources available to assist to control the Emergency, but nothing herein

shall be construed so as to require a Chief Fire Official to dispatch Emergency Resources that, in the sole and absolute discretion of the Official, are:

- (a) not considered to be available;
 - (b) are inadequate to deal with the situation;
 - (c) are placed in an unacceptable risk of injury or damage as a result of weather, site conditions, real or perceived violence, or any other reason; or
 - (d) are required to deal with higher priority situations, or situations that can be responded to in less time.
- 3.3 The Chief Fire Official of the Requesting Party shall remain in charge and direct all Mutual Aid resources in cooperation with the Chief Fire Official of the Providing Party for the duration of the Emergency.
- 3.4 The Chief Fire Official of the Requesting Party shall specify the type of fire apparatus and the number of personnel required from the Providing Party.
- 3.5 The Chief Fire Official of the Providing Party shall have a reasonable amount of time to determine the full extent and capacity of the Emergency Resources in the Providing Party's jurisdiction and select, in his sole discretion, those Emergency Resources that are available for Mutual Aid.
- 3.6 The Parties agree that an area covered by fire protection services shall not be, as a result of this Agreement, left unprotected and further so as to ensure that this protection is maintained, all requests for Mutual Aid shall be made and coordinated through the fire dispatcher of the Requesting Party, who shall either:
- (a) dispatch an appropriate fire department from amongst the fire departments it provides fire dispatch services to; or
 - (b) arrange for dispatch of an appropriate fire department, by request to the fire dispatcher of other fire department(s) within the Region.
- 3.7 The fire dispatcher of the Requesting Party shall, in addition to their obligations under section 3.6, arrange for back up protection to the Providing Party by either:
- (a) notifying an appropriate fire department from amongst the fire departments it provides fire dispatch services to; or
 - (b) arrange for notification of an appropriate fire department, by request to the fire dispatcher of other fire department(s) within the Region.
- 3.8 At no time shall any fire dispatcher make any arrangements that have not been specifically asked for and agreed to by all concerned Chief Fire Officials.

4. INCLUDED FIRE DEPARTMENTS AND CONSULTATION

4.1 For the purposes of this Agreement, the Region is served by the following fire departments:

- (a) Vernon Fire-Rescue;
- (b) Bx Swan Lake Volunteer Fire Department;
- (c) Armstrong & Spallumcheen Fire Department;
- (d) Enderby Fire Department;
- (e) Silver Star Volunteer Fire Department;
- (f) Coldstream Fire Department; and
- (g) Lumby and District Volunteer Fire Department.

4.2 The Parties agree to consult, on a regular basis, through their Chief Fire Officials, on the best ways to achieve the optimal deployment of Emergency Resources to respond to Emergencies within the Region.

5. CONTROL AND SAFETY

5.1 The Chief Fire Official of the Requesting Party shall:

- (a) direct the available Emergency Resources provided by the Providing Party at the Emergency using the Incident Command Systems and adhering to recognized principles of accountability for responder personnel safety;
- (b) assume command of the Emergency and direct the Emergency Resources provided by the Providing Party at the Emergency in a diligent and accountable manner; and
- (c) provide a designated safety officer(s) to the Emergency.

6. RELEASE AND RECALL OF EQUIPMENT AND PERSONNEL

6.1 As soon as the Emergency has been brought under control, any Mutual Aid Emergency Resources of personnel and apparatus of a Providing Party shall be released before any resources of the Requesting Party are released.

6.2 All equipment or supplies other than apparatus and personnel, provided as Emergency Resources to the Requesting Party, shall be returned to the Providing Party within twenty-four (24) hours after it is no longer required for the Emergency. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance. If equipment is not returned in good working order in the opinion of the Requesting Party, the Requesting Party shall

repair or replace the equipment (not including apparatus) and provide the Providing Party with replacement equipment in the meantime.

- 6.3 The Chief Fire Official of the Providing Party shall have the ability to recall those available Emergency Resources at any time for emergency response in the jurisdiction of the Providing Party, at the sole discretion of the Chief Fire Official of the Providing Party. If the Emergency Resources are called up on by the Providing Party to leave an Emergency, the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with leaving an Emergency.

7. COSTS

- 7.1 Where costs are incurred by a Providing Party for personnel, the Providing Party shall submit an account therefor to the Requesting Party. The submitted account for personnel costs shall be based on the Providing Party's regular call out rates for the responding firefighters, when responding to a fire in their home jurisdiction.
- 7.2 The Requesting Party shall reimburse the Providing Party all costs for any consumable items (including Self Contained Breathing Apparatus (SCBA)) of Emergency Resources used at the Emergency or any equipment that is damaged beyond repair or destroyed as a result of the Emergency at the rates listed in Schedule B of this Agreement.
- 7.3 Where costs are incurred by a Providing Party for apparatus, the Providing Party shall submit an account therefor to the Requesting Party. The submitted account for apparatus costs shall be based on the rates listed in Schedule B of this Agreement.
- 7.4 The Requesting Party shall be only charged for apparatus under section 7.3 when the apparatus is deployed and used for its intended purpose. Apparatus used to transport personnel is not a valid charge under section 7.3.
- 7.5 The Requesting Party shall pay an account submitted by the Providing Party pursuant to this Agreement within sixty (60) days of receipt of invoice.

8. LEGAL RELEASE AND INSURANCE

- 8.1 No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers, or contractors, shall be liable to any other Party to this Agreement in respect of the decision of a Chief Fire Official as to the level of assistance, if any, to be provided under this Agreement.
- 8.2 A Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply Emergency Resources for any reason whatsoever, or for any delay in arrival of the Emergency Resources for any reason whatsoever.
- 8.3 Each Party to this Agreement shall keep in force third party liability insurance coverage in a minimum amount of ten million (\$10,000,000.00) dollars and each such policy shall add all other Parties to this Agreement as additional named insured when rendering aid pursuant to this Agreement.

- 8.4 If any of a Party's Emergency Resources are destroyed or damaged as a result of an occurrence fully insured against, the Party owning the damaged or destroyed Emergency Resources is responsible for paying the insurance deductible in respect of that insurance claim.

9. DISPUTE RESOLUTION

- 9.1 In case of any dispute arising between two or more Parties as to their rights and obligations under this Agreement, a Party shall be entitled to give the other Party or Parties notice of such dispute and to request a dispute resolution process between the Chief Fire Official and Administrators of the affected Parties. If dispute resolution is unsuccessful the Parties may, with respect to the particular matters in dispute, agree to submit the same to arbitration by a single arbitrator in accordance with the *Commercial Arbitration Act*, RSBC 1996, c 55, as amended.
- 9.2 Waiver of default by any Party to this Agreement shall not be deemed to be a waiver of default for any other Party.

10. NOTICES

- 10.1 Notices or other communications under this Agreement (other than requests for Mutual Aid) shall be in writing and shall be considered sufficiently provided if delivered to a Chief Fire Official personally, or left at a Chief Fire Official's office or mailed by prepaid mail, to the attention of the Chief Fire Official, at the addresses listed on Schedule C of this Agreement. Any notice delivered shall be deemed to have been given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or to such other address as may be from time to time be notified in writing by the Parties. If between the time of mailing and the actual receipt of the notice there is a labour dispute that might affect the delivery of such notice by mail, then the notice shall only be deemed effective when and if it is actually delivered.

11. EXECUTION

- 11.1 This agreement may be executed in counterparts, and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates set out below:

CITY OF VERNON by its authorized signatories:

Per: _____ Date: _____
Mayor

Per: _____
Authorized Signatory

CITY OF ENDERBY by its authorized signatories:

Per: _____ Date: _____
Mayor

Per: _____
Authorized Signatory

REGIONAL DISTRICT OF NORTH OKANAGAN by its authorized signatories:

Per: _____ Date: _____
Chair

Per: _____
Authorized Signatory

CITY OF ARMSTRONG by its authorized signatories:

Per: _____ Date: _____
Mayor

Per: _____
Authorized Signatory

TOWNSHIP OF SPALLUMCHEEN by its authorized signatories:

Per: _____ Date: _____
Mayor

Per: _____
Authorized Signatory

DISTRICT OF COLDSTREAM by its authorized signatories:

Per: _____ Date: _____
Mayor

Per: _____
Authorized Signatory

SCHEDULE A

Performance Standards

The Providing Party is only obligated to provide Emergency Resources consistent with the level of service the Requesting Party's fire department is certified for under the *British Columbia Fire Service Minimum Training Standards Structure Firefighters Competency and Training Playbook*, as amended (the "Playbook"). The Chief Fire Official of the Providing Party has the sole discretion to assess level of service qualifications and the sole discretion to provide resources exceeding the Requesting Party's level of service under the Playbook.

SCHEDULE B

Rates

Further to section 7, all apparatus rates are assessed on an hourly basis from the time the unit leaves its home fire station, until the unit returns to its home fire station, with a two (2) hour minimum charge.

APPARATUS (Manpower Excluded)	RATES per hour
Bush Truck (including Mini-Pumper)	\$100
Tender	\$145
Pumper/CA/Rescue	\$145
Tele-squirt – see Note 1	\$200
Aerial – see Note 1	\$200
Hazmat Trailer	\$200
Sprinkler Protection Unit (SPU)	\$1000 Day Rate (Deployed)
	\$250 Day Rate (Stand By)
CONSUMABLES AND LABOUR	
Consumables ie Foam, SCBA etc	At replacement cost
Labour	At current rates
Vernon's rates are tied to Collective Agreement	Double-time current rates
EQUIPMENT	
	At replacement cost if damaged beyond repair

Note 1:

Request for Aerial and Tele-squirt apparatus shall include a fully qualified crew of not less than three (3) firefighters. The personnel costs identified in section 7 apply.

SCHEDULE C

Mailing Addresses

CITY OF VERNON

3401 30th Street
Vernon, BC
V1T 5E6

CITY OF ENDERBY

619 Cliff Ave.
PO Box 400
Enderby, BC
V0E 1V0

REGIONAL DISTRICT OF NORTH OKANAGAN

9848 Aberdeen Rd.
Coldstream, BC
V1B 2K9

CITY OF ARMSTRONG

3570 Bridge Street
PO Box 40
Armstrong, BC
V0E 1B0

TOWNSHIP OF SPALLUMCHEEN

4144 Spallumcheen Way
Spallumcheen, BC
V0E 1B6

DISTRICT OF COLDSTREAM

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