



THE CORPORATION OF THE CITY OF VERNON

MATTERS REFERRED

Monday, August 13, 2018

A. AGENDA AMENDMENTS:

- 1. ADD NEW ITEM 9.H. (P.3) – Unfinished Business** – Letter dated August 9, 2018, from Paddy Juniper, Corporate Officer, Regional District of North Okanagan, re: Greater Vernon Cultural Service Establishment Bylaw No. 2785, 2108:

THAT Vernon Council hereby provides consent for the service review and dispute resolution provision in the Greater Vernon Cultural Service Establishment Bylaw No. 2785, 2018 that sets out the following provisions for withdrawal from the service:

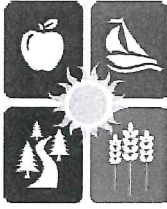
SERVICE REVIEW AND DISPUTE RESOLUTION

- 1. In addition to the withdrawal procedure under the Local Government Act, a participant may withdraw from the service at the end of any calendar year by giving notice in writing at least six (6) months prior to the end of the calendar year subject to the following restrictions:*
 - a) The leaving participant will still be responsible for their share of any existing debt or commitment; and*
 - b) The leaving participant will have no claim on the assets of the service.*
 - 2. Should enough participants leave the service as to make the service unsustainable, any assets of the service will be liquidated and allocated:*
 - a) Firstly to the reduction of any existing debt or commitments of the service,*
 - b) Secondly to the participants on the basis of the participant member's relative share of the years converted assessment.*
- 2. ADD NEW ITEM 9.I. (P.7) – Unfinished Business** –Memo dated August 9, 2018, from Will Pearce, CAO, re: Greater Vernon Recreation Facilities and Programming Service Agreement (Operations):

THAT Council authorize the Mayor and City Clerk to execute the Greater Vernon Recreation Facilities and Programming Service Agreement (Operations), dated January 1, 2019 for reference, and as substantially presented in the internal Memorandum of the same title, dated August 9, 2018 and respectfully submitted by the CAO.

3. **ADD NEW ITEM 11.A.(ix) (P.22) – New Business** – Correspondence – Letter dated August 9, 2018, from Deputy Chief Hemstad, re: Fire Training Centre 2018 – 2019 Facility Improvements:

THAT Vernon Council endorses the recommendation of the Fire Training Centre Policy Board and approves the 2018 and 2019 facility improvement plan for the Fire Training Centre, as provided in the letter dated August 9, 2018, respectfully submitted by Deputy Chief Hemstad.



REGIONAL DISTRICT NOR

MEMBER MUNICIPALITIES:

CITY OF ARMSTRONG

VILLAGE OF LUMBY

CITY OF ENDERBY

CITY OF VERNON

DISTRICT OF COLDSTREAM

TOWNSHIP OF SPALLUMCHEEN

ADD NEW ITEM 9.H. -Unfinished Business – Letter dated August 9, 2018, from Paddy Juniper, Coporate Officer, Regional District of North Okanagan, re: Greater Vernon Cultural Service Establishment Bylaw No. 2785, 2108:

"B" – SWAN LAKE

"E" – CHEERKVILLE

"C" – BX DISTRICT

"F" – ENDERBY (RURAL)

"D" – LUMBY (RURAL)

OFFICE OF: CORPORATE AND ADMINISTRATIVE SERVICES

OUR FILE No.: 3900.2785

August 9, 2018

Via email to: PBridal@vernon.ca

Dear Patti:

Re: Greater Vernon Cultural Service Establishment Bylaw No. 2785, 2018

The above-noted bylaw has been forwarded to the Inspector of Municipalities for approval. The Ministry has advised that this bylaw requires your Council's consent pursuant to the provisions of Section 340(3) [*Special options for establishing bylaws*] of the *Local Government Act* and prior to the Inspector of Municipalities providing approval. Please find below a draft resolution for your consideration. We respectfully request that this matter be considered by your Council at the earliest convenience.

Sample Resolution:

That the Council of the City of Vernon hereby provides consent for the service review and dispute resolution provision in the Greater Vernon Cultural Service Establishment Bylaw No. 2785, 2018 that sets out the following provisions for withdrawal from the service:

SERVICE REVIEW AND DISPUTE RESOLUTION

- 12. *In addition to the withdrawal procedure under the Local Government Act, a participant may withdraw from the service at the end of any calendar year by giving notice in writing at least six (6) months prior to the end of the calendar year subject to the following restrictions:*
 - a) *The leaving participant will still be responsible for their share of any existing debt or commitment; and*
 - b) *The leaving participant will have no claim on the assets of the service.*

- 13. *Should enough participants leave the service as to make the service unsustainable, any assets of the service will be liquidated and allocated:*
 - a) *Firstly to the reduction of any existing debt or commitments of the service,*
 - b) *Secondly to the participants on the basis of the participant member's relative share of the years converted assessment.*

Thank you for your early attention to this matter.

Yours truly,

Paddy Juniper
Corporate Officer
Enc. Bylaw 2785

REGIONAL DISTRICT OF NORTH OKANAGAN

BYLAW No. 2785

A bylaw to establish a Cultural service within Greater Vernon

WHEREAS the *Local Government Act*, provides that the Board of the Regional District of North Okanagan may, by bylaw, establish and operate any service that the Board considers necessary or desirable for all or part of the regional district;

AND WHEREAS the Board wishes to establish a service within the Greater Vernon area of the Regional District of North Okanagan for the purposes of acquisition, development, operation and maintenance of a Cultural service;

AND WHEREAS the Board wishes to seek the assent of the electors to fund the land acquisition and construction of a Greater Vernon Multi-Purpose Cultural facility within the Greater Vernon area of the Regional District of North Okanagan;

AND WHEREAS the Board has, by resolution, determined that participating area approval is to be obtained for the entire service area and the approval process shall be by Assent Voting (Referendum) in accordance with sections 342(1)(b), 342(4) and 344(1)(b) of the *Local Government Act*;

AND WHEREAS pursuant to Section 348(1) of the *Local Government Act*, if money is to be borrowed in relation to the service, the establishing bylaw and the loan authorization bylaw [*Greater Vernon Multi-Use Cultural Facility Loan Authorization Bylaw No. 2786, 2018*] must, for the purpose of obtaining participating area approval, be dealt with as if they were one bylaw;

NOW THEREFORE the Board of the Regional District of North Okanagan in an open meeting assembled, hereby **ENACTS AS FOLLOWS:**

CITATION

1. This Bylaw may be cited as "***Greater Vernon Cultural Service Establishment Bylaw No. 2785, 2018***".

INTERPRETATION

2. Words or phrases defined in the British Columbia *Interpretation Act*, *Community Charter*, or *Local Government Act* or any successor legislation shall have the same meaning when used in this Bylaw unless otherwise defined in this Bylaw.
3. The headings contained in this Bylaw are for convenience only and are not to be construed as defining or in any way limiting the scope or the intent of the provisions of this Bylaw.
4. Any act or enactment referred to herein is a reference to an enactment of the Province of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any Bylaw referred to herein (as may be cited by short title or otherwise) is a reference to an enactment of the Board of the Regional District of North Okanagan, as amended, revised, consolidated or replaced from time to time.

5. If any provision of this Bylaw is held to be invalid by a court of competent jurisdiction, the provision may be severed from the Bylaw and such invalidity shall not affect the validity of the remaining portions of this Bylaw.

SCOPE OF SERVICE

6. The service established by this bylaw is limited to:
 - a) The provision of planning and administrative support for cultural services in the service area; and
 - b) The acquisition, disposition, operation and maintenance of, and borrowing for, land, facilities and cultural assets for the purposes of cultural programming in the service area; and
 - c) The provision of grants in relation to cultural facilities, programming or projects.

SERVICE AREA

7. The service area shall include all of the District of Coldstream, City of Vernon and Electoral Areas "B" and "C" of the Regional District of North Okanagan.

PARTICIPATING AREA

8. The participating areas for the service are the District of Coldstream, City of Vernon and Electoral Areas "B" and "C" of the Regional District of North Okanagan.

COST RECOVERY

9. The annual cost of providing the service, including debt charges shall be recovered by either or both of the following:
 - a) The requisition of money under sections 385 [*Requisition of funds from municipalities*] or section 387 [*Requisition of funds for electoral areas*] of the *Local Government Act* to be collected as a property value tax to be levied on land and improvements for regional hospital district purposes within the participating areas and collected in accordance with sections 386 [*Collection in municipalities*] and section 388 [*Collection in electoral areas*] of the *Local Government Act*.
 - b) The imposition of fees and other charges.
10. The annual cost of this service, including debt charges, shall be apportioned amongst the participants to the service on the basis of the converted value of land and improvements for hospital purposes in the service area.



THE CORPORATION OF

INTERNAL M E M O R A N D U M

TO: Mayor and Council **FILE:** 7700-00-01

PC: Doug Ross, Director Recreation Services **DATE:** August 9, 2018
Patti Bridal, Deputy CAO

FROM: Will Pearce, CAO

SUBJECT: GREATER VERNON RECREATION FACILITIES AND PROGRAMMING SERVICE AGREEMENT (OPERATIONS)

The current Greater Vernon Recreation Facilities and Programming Service Agreement (Operations) ("Agreement") expires December 31, 2018. Discussions and negotiations have been ongoing since late December 2017 on the extension or replacement agreement. The proposed replacement Agreement (attached) was presented to, and discussed in detail at the Greater Vernon Advisory Committee (GVAC) meeting of August 9, 2018.

Administration recommends Council's consideration to execute the Agreement substantially as presented. Schedule A and C (new) are included. Schedule B, Annual Financial Operating Form, is in draft and is being finalized by the Chief Financial Officer, Director of Recreation Services and Coldstream CAO.

RECOMMENDATION:

THAT Council authorize the Mayor and City Clerk to execute the Greater Vernon Recreation Facilities and Programming Service Agreement (Operations), dated January 1, 2019 for reference, and as substantially presented in the Internal Memorandum of the same title, dated August 9, 2018 and respectfully submitted by the CAO.

Respectfully submitted:


Will Pearce, CAO

/attach

**GREATER VERNON RECREATION FACILITIES
AND PROGRAMMING SERVICE AGREEMENT (OPERATIONS)**

This Agreement dated for reference the 1st day of January, 2019.

BETWEEN:

**REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Road
Coldstream, BC
V1B 2K9**

("RDNO")

AND:

**DISTRICT OF COLDSTREAM
9901 Kalamalka Lake Road
Coldstream, BC
V1B 1K6**

("Coldstream")

AND:

**THE CORPORATION OF THE CITY OF VERNON
3400 30th Street
Vernon, BC
V1T 5E6**

("Vernon")

BACKGROUND

- A. RDNO, Vernon and Coldstream are each a party to this Agreement.
- B. Vernon, Coldstream, Electoral Area "B" of the RDNO and Electoral Area "C" of the RDNO (the "Participants") were participants in the Greater Vernon Parks, Recreation and Culture Service (which was created in 1978 under authority granted in 1976 Supplementary Letters Patent over a defined area ("Designated Area No. 1"). The RDNO converted the service to a bylaw based service in 2000 under the Greater Vernon Parks, Recreation, and Culture Service Conversion and Service Establishment Bylaw No. 1648, 2000 ("Bylaw 1648") as supplemented by the Vernon and District Multi-Use Facility Local Service Establishment Bylaw No. 1548, 1999 ("Bylaw 1548") Bylaw 1648 and Bylaw 1548 are collectively referred to as the "GVPRC Service".
- C. In 2012, the RDNO and the Participants reviewed the GVPRC Service with the intention to restructure the function into three separate entities; being parks, recreation facilities and programming ("Recreation Service" – defined in Section 1), and arts, culture and youth.
- D. The RDNO and the Participants agreed to change how Recreation Services are delivered in Designated Area No. 1 and entered into a Memorandum of Understanding dated September 12, 2013 (the "Recreation MOU") outlining how the Recreation Service was to be structured and delivered with the goal of establishing a long term arrangement to provide recreation facilities and programming in Greater Vernon.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual benefits and obligations of the parties to this Agreement, each of the parties covenant and agree as follows:

1 DEFINITIONS

- 1.1 "**Agreement**" means this Greater Vernon Recreation Facilities and Programming Service Agreement (Operations) as amended from time to time by the Parties.
- 1.2 "**Consumer Price Index**" means the index published for August by Statistics Canada in the month of September for each year for Canada based on all items and not seasonally adjusted.
- 1.3 "**Effective Date**" means January 1, 2019.
- 1.4 "**Electoral Area "B"**" means the electoral area established within the boundaries of the RDNO and identified as Electoral Area "B" under letters patent dated November 9, 1965.
- 1.5 "**Electoral Area "C"**" means the electoral area established within the boundaries of the RDNO and identified as Electoral Area "C" under letters patent dated November 9, 1965.
- 1.6 "**Greater Vernon Recreation Facilities and Programming Grant Service Establishment Bylaw**" means the bylaw enacted as the Greater Vernon Recreation Facilities and Programming Grant Service Establishment Bylaw No. 2597, 2014, as amended or replaced from time to time, which is based on the Recreation MOU and this Agreement for the establishment and operation of the Recreation Service.

- 1.7 **“Major Maintenance”** means significant actions and processes necessary to maintain the integrity and operational functions of the Recreation Facilities, but does not include capital expenditures.
- 1.8 **“New Recreation Facility”** means only those new facilities that the Participants have unanimously agreed to add to the Recreation Facilities after January 1, 2014 and which meet the requirements of Section 5 of this Agreement and includes:
- Any stand-alone facility that, once developed, would add to the existing range and level of services provided through the Recreation Service;
 - Any stand-alone facility that, once developed, would replace an existing facility, and would not add to the overall level of service provided; or
 - Any major addition to, or major expansion of, an existing facility (e.g., adding a sheet of ice to the Multi-Use facility) undertaken either to add to the overall range and level of service, or to replace the capacity of an existing facility that is being decommissioned.
- 1.9 **“Participants”** means City of Vernon, District of Coldstream, and Electoral Area “B” of the RDNO and Electoral Area “C” of the RDNO.
- 1.10 **“Programs”** means an individual or series of activities provided to promote and achieve self-development generally of an extracurricular and discretionary nature.
- 1.11 **“Recreation”** means opportunities for play, relaxation, exercise and enjoyment offered through the operation of facilities, programs and services which benefit the citizens and community.
- 1.12 **“Recreation Equipment”** means such vehicles, equipment or other chattels that are associated with and used in relation to the Recreation Service.
- 1.13 **“Recreation Facility and Programs Reserve Fund”** means a monetary reserve established by Vernon under statute in order to receive, in trust, annual funds from the RDNO, for the use and purposes indicated in Section 4.1 of this Agreement.
- 1.14 **“Recreation Facility Major Maintenance Reserve Fund”** means a monetary reserve established by Vernon under statute in order to receive, in trust, annual funds from the RDNO for the use and purposes set out in Section 4.2 of this Agreement.
- 1.15 **“Recreation Facilities”** means all those facilities identified in Schedule A including any New Recreation Facility that the Participants agree to add to the Recreation Facilities in accordance with this Agreement, and specifically excludes the Vernon Curling Club facility and **“Recreation Facility”** means anyone of them.
- 1.16 **“Recreation MOU”** means the memorandum of understanding dated September 12, 2013 between the RDNO and the Participants.
- 1.17 **“Recreation Service”** means all services provided by Vernon in relation to:
- (a) the operation and maintenance of all Recreation Facilities;

- (b) the acquisition, operation, maintenance and replacement of all Recreation Equipment; and
- (c) the development, marketing and delivery of evolving Recreation and leisure Programs that are provided in the Recreation Facilities, parks and other venues throughout the Recreation Service Area

as covered by this Agreement.

1.18 **“Recreation Service Area”** means all areas within the boundaries of the City of Vernon, District of Coldstream, and Electoral Areas “B” and “C” of the RDNO.

1.19 **“Term”** means the Term of this Agreement as set out in section 8.

2 RECREATION FACILITIES OPERATIONS AND MAINTENANCE AND PROGRAMMING

2.1 Responsibility

Vernon, to the exclusion of RDNO and Coldstream, has the authority and responsibility for the management and operation of the Recreation Service on and after the Effective Date.

2.2 Recreation Facilities Scheduling and Programming

Scheduling of the use of Recreation Facilities and Programming will be conducted solely by Vernon in its absolute discretion.

2.3 User and Registration Fees

Vernon will have the sole, full and unfettered authority to determine and impose all user fees and registration fees associated with the Recreation Service. Under such authority, Vernon is not required to continue any past practices in the setting of user fees, including fees that may be set for minor sports groups.

2.4 Liability

As of the Effective Date, Vernon assumes all liability arising from the ownership, administration, operation, maintenance or provision of the Recreation Facilities and the Recreation Services.

2.5 Indemnity

As of the Effective Date, Vernon agrees to indemnify and hold harmless RDNO and Coldstream from all liabilities, damages, costs or charges in relation to Vernon’s ownership, administration, operation, maintenance or provision of the Recreation Facilities and the Recreation Services, save and except for negligence on the part of RDNO or Coldstream or both.

2.6 Exclusions

- a) The parties acknowledge and agree that responsibility for the operations and programming of the Lavington Preschool at Lavington Elementary School shall

rest with RDNO through a Joint Use Agreement with School District No. 22. As such, all operations and arrangements associated with the Lavington Elementary School Joint Use Agreement are specifically excluded from this Agreement.

- b) The Vernon Curling Club operates on a leased property at 3409-39th Avenue, Vernon, BC and the building does not form part of the Recreation Facilities included in this Agreement.

3 FINANCIAL CONTRIBUTIONS

3.1 The Participants agree to contribute to the funding of the Recreation Service on the following basis:

- (a) The baseline operations (including Major Maintenance) contribution established by the 2018 net adjusted budget for Recreation Facilities is THREE MILLION, FOUR HUNDRED SIXTY-NINE THOUSAND, EIGHT HUNDRED AND SEVEN (\$3,469,807) DOLLARS.
- (b) Subject to paragraph (c), the baseline contribution of the Participants is apportioned on the basis of the net taxable value of converted improvements. For the Term, the apportionment shall be as follows:
 - (i) Vernon - 68.4%, \$2,373,348
 - (ii) The joint contribution of Coldstream, Electoral Area "B" and Electoral Area "C" – 31.6%, \$1,096,459.
- (c) The annual contribution of the Participants will be adjusted each year commencing in 2014 in accordance with the Consumer Price Index. Each year of this Agreement, the previous year's contribution will be subject to adjustment in accordance with the Consumer Price Index.
- (d) The annual contributions of Coldstream, Electoral Area "B" and Electoral Area "C" will be collected by RDNO under the RDNO Greater Vernon Recreation Facilities and Programming Grant Service Establishment Bylaw (the "Contribution Service").
- (e) On the first day of August during each year of the Term, RDNO must pay Vernon the annual financial contributions of Coldstream, Electoral Area "B" and Electoral Area "C" in accordance with this section 3.1.

In exchange for this annual contribution, residents and user groups from the contributing jurisdictions will receive access to facilities and programs on the same terms - including at the same rates - as residents and user groups from the City of Vernon.

- (f) The collection by the RDNO of the monies it must pay Vernon under paragraphs (a) through (e) will be governed by the Contribution Service and will not form part of this Agreement.
- (g) Each year during the Term, Vernon must pay all operating costs relating to the Recreation Services.

- (h) In addition to Vernon's annual funding commitment, Vernon will apply all revenues generated and savings realized through the operation of the Recreation Service in addition to the baseline contribution referred to in section 3.1(a) through (c) to be retained and reinvested in the Recreation Service.

4 RESERVES

4.1 Recreation Facility and Programs Reserve Fund

- (a) Vernon has established a Recreation Facility and Programs Reserve Fund as a statutory reserve fund for the funding of shortfalls related to operations, including facility maintenance and repairs, of Recreation Facilities.
- (b) Vernon will transfer monies from the Recreation Facility and Programs Reserve Fund for the purposes of:
 - (i) funding operating shortfalls that arise in any Recreation Service because of significant changes in operating costs (e.g. power or other utilities);
 - (ii) funding facility maintenance and repairs in any Recreation Facility that cannot otherwise be funded under the operational budgets established in accordance with section 3 of this Agreement.

4.2 Recreation Facility Major Maintenance Reserve Fund

- (a) Vernon has established a Recreation Facility Major Maintenance Reserve Fund as a statutory reserve fund for the funding of Major Maintenance requirements of the Recreation Facilities.
- (b) The Participants agree that a portion of the annual contributions required under section 3.1 of this Agreement will be deposited to the Recreation Facility Major Maintenance Reserve Fund. The 2018 baseline contribution (Major Maintenance Reserve contribution) established by the net adjusted budget for this contribution is \$740,251.
- (c) Commencing in 2019 and continuing each year thereafter during the Term, the previous year's Major Maintenance Reserve contribution will be adjusted in accordance with the Consumer Price Index.
- (d) Vernon will transfer monies from the Recreation Facility Major Maintenance Reserve Fund as required to fund Major Maintenance on any of the Recreation Facilities.
- (e) Vernon may not transfer monies from the Recreation Facility Major Maintenance Reserve Fund for any funding requirements of the Vernon Curling Club.

4.3 Surpluses and New Facility Contributions

- (a) Vernon will transfer annual operating surpluses to either the Recreation Facility and Programs Reserve Fund or the Recreation Facility Major Maintenance Reserve Fund.
- (b) Vernon has no obligation to contribute monies from the Recreation Facility and Programs Reserve Fund or the Recreation Facility Major Maintenance Reserve Fund toward the capital cost of constructing a New Recreation Facility. If Vernon elects to contribute such reserve funds toward the capital cost of a New Recreation Facility, the contribution will apply to the total capital cost shared by all Participants.

5 NEW RECREATION FACILITIES

5.1 The inclusion of a New Recreation Facility in the Recreation Facilities governed by this Agreement shall be subject to the following terms:

- (a) Any Participant may propose to the other Participants inclusion of a New Recreation Facility as a Recreation Facility consistent with and to be governed by this Agreement. All proposals will be reviewed by all Participants. The inclusion of a New Recreation Facility as a Recreation Facility under this Agreement will require the unanimous consent of all Participants. Following the agreement of the Participants to include a new Recreation Facility, and should borrowing be required, the Participants will seek assent of the electors from each of the Participants' participating jurisdictions through a joint area wide process in which the Recreation Service Area will be treated as a single area. Costs related to obtaining electoral assent shall be jointly shared (in accordance with Section 3.1 (b)) and shall be incremental to the Recreation Services budget.
- (b) In the event of obtaining assent of the electors, funding for such New Recreation Facility will be raised through a separate RDNO service bylaw that will be established for the purposes of borrowing funds and servicing the debt associated with such New Recreation Facility.
- (c) Upon completion of construction of the New Recreation Facility, it shall be included as a Recreation Facility under this Agreement, subject to all the rights and obligations of all parties in relation to the Recreation Facilities.
- (d) With the addition of any New Recreation Facility to form part of the Recreation Facilities under this Agreement, the funding commitments from each of the Participants will be adjusted on a pro rata basis to accommodate the net change to the jointly approved operating budgets and programming changes associated with the amended Recreation Facilities.
- (e) Paragraphs (a) through (d) are subject to the proviso that if a New Recreation Facility proceeds, Vernon would be responsible for a feasibility study, design, construction, management, operation and repair of the New Recreation Facility.

6 FACILITY FAILURE AND BETTERMENT

- 6.1 If a Recreation Facility has a significant breakdown or failure or has come to the end of its economic service life so that normal operations cannot be maintained, and Vernon notifies the other Participants that the Recreation Facility cannot be so maintained, the Participants can either:
- (a) by unanimous agreement, repair, replace, improve or close the Recreation Facility; or,
 - (b) the contribution levels of each of the Participants will automatically be altered to reflect any change in overall service cost.
- 6.2 If Vernon notifies the other Participants that a Recreation Facility is in need of an improvement, the Participants must meet to determine whether to improve or replace the Recreation Facility. Any decision by the Participants to improve or replace the Recreation Facility shall be unanimous and will automatically trigger a change of the contribution levels of each of the Participants to reflect any change in overall service cost.

7 PRESENTATIONS / REPORTING

- 7.1 Presentations and reporting from Vernon dealing with any business related to the Agreement shall be made to the Participants through the Greater Vernon Advisory Committee for information purposes.
- 7.2 Annually, Vernon will provide the Participants with a summary report including:
- (a) Statement of income identifying sources of revenue and broad expenditure categories; and
 - (b) Summary statement of changes to Financial Reserves; and
 - (c) Review of Major Maintenance projects.

8 TERM OF AGREEMENT

- 8.1 This Agreement shall commence on the Effective Date and continue for a period of five years from the Effective Date (the "Initial Term").
- 8.2 Prior to the end of the fourth year of the Initial Term, or any subsequent five year term, a Participant may give written notice to the other Participants that it intends to renegotiate the terms and conditions contained in the prevailing Agreement.
- (a) If the Participants are successful in renegotiating the terms of the Agreement prior to June 30th of the last year of any five year term, the Agreement as amended will be extended for an additional term of five years.
 - (b) If the Participants have not been successful in renegotiating the terms of the Agreement prior to June 30th of the last year of any five year term:

- (i) the Participants who have not renegotiated terms to their satisfaction will be deemed to have withdrawn from the Recreation Service; and,
- (ii) the Agreement as amended will be extended for an additional term of five years with the continuing Participants.

8.3 If no Participant gives written notice of intent to renegotiate as outlined in section 8.2, the Agreement will be extended for an additional term of five years.

9 EFFECT OF WITHDRAWAL

9.1 A Participant may withdraw from the Recreation Service contemplated under this Agreement at the end of any five year term with a minimum six months written notice.

9.2 Upon withdrawal, the withdrawing Participant will not be assessed any penalty and, except as provided in this Agreement, the withdrawing Participant will not have any ongoing obligation in relation to any previous obligation they may have had under this Agreement, PROVIDED HOWEVER THAT any obligation of a party arising outside of this Agreement will continue in accordance with the terms of the document, instrument or agreement giving rise to such obligation. For certainty, every party to this Agreement that participates in capital cost financing of a Recreation Facility must continue to contribute to the debt servicing for the Recreation Facility until the debt has been retired.

9.3 For Participants that withdraw, the residents in that Participant's jurisdiction will not be granted access to the Recreation Services administered under this Agreement in a manner that would be equal to the access granted to the residents in the jurisdiction of a Participant that has not withdrawn.

10 IMPLEMENTATION

This Agreement will take effect on the Effective Date.

11 GENERAL

11.1 Time

Time shall be the essence of this Agreement and the transactions contemplated in this Agreement.

11.2 Notice

Any notice required or permitted to be given under this Agreement shall be sufficiently given if delivered personally or if sent by prepaid registered mail to the address indicated on page one provided that any party shall be entitled to designate another address by giving notice of it to the other party in accordance with the terms of this Agreement. Any notice so mailed shall be deemed to have been received, except during a period of interruption of normal postal service, on the fourth business day following the date of mailing.

11.3 Further Assurances

Each party must from time to time execute and deliver or cause to be executed and delivered all such further documents and instruments and do or cause to be done all further acts and things as any of the other party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

11.4 Non-Assignment

No party may assign its rights under this Agreement without the prior written consent of the other parties. For certainty, Vernon may contract out any portion of Recreation Services.

11.5 Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties to it, their respective heirs, executors, administrators, and other legal representatives and, to the extent permitted in this Agreement, their respective successors and assigns.

11.6 Extended Meanings

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders.

11.7 Headings

The headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

11.8 Applicable Law

This Agreement shall be interpreted in accordance with the laws of British Columbia and the laws of Canada applicable in British Columbia.

11.9 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the respective parties, and may not be amended or modified except by an instrument in writing executed by all parties. This Agreement supersedes all prior agreements, memoranda, and negotiations between the parties.

11.10 Counterparts

This Agreement and all documents ancillary to this Agreement that require signature by more than one party may, unless indicated otherwise, be executed in as many counterparts as may be necessary or by facsimile, each of which shall together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which shall together be deemed to be an original, notwithstanding that all of the parties are not signatory to the same counterpart or facsimile.

11.11 Capital Liabilities

The Participants acknowledge and agree that nothing in this Agreement constitutes a capital liability.

11.12 Schedules

The following Schedules form part of this Agreement:

- (a) Schedule A – Recreation Facilities.
- (b) Schedule B – Annual Financial Reporting Form
- (c) Schedule C – Statement of Intentions

Signed the ___ day of _____, 2018.

For and on behalf of:

**Regional District of North
Okanagan**

Authorized Signatory
Print Name:

Authorized Signatory
Print Name:

For and on behalf of:

District of Coldstream

Authorized Signatory
Print Name:

Authorized Signatory
Print Name:

For and on behalf of:

City of Vernon

Authorized Signatory
Print Name:

Authorized Signatory
Print Name:

SCHEDULE A

RECREATION FACILITIES AND RELATED PROPERTIES

EXISTING RECREATION FACILITIES

Recreation Complex	Civic Arena	Multi-Use Facility and Other
<ul style="list-style-type: none"> • Priest Valley Gymnasium • Priest Valley Arena 3310 - 37th Avenue • Aquatics Centre • Auditorium • Dogwood Gymnasium 3310 - 37th Avenue Lot 1, Sec 3, TWP 8, Plan KAP76941 • Centennial Outdoor Rink 3310 - 37th Avenue • Halina Seniors' Centre 3310 - 37th Avenue • Winter Carnival Office 3401 - 35th Avenue Lot B, Sec 3, TWP 8, ODYD Plan 35232, LDist 41 • Recreation Complex Lots 3305 - 35th Avenue Lot 4, Sec 3, TWP 8, ODYD Plan 3362, LDist 41 3307 - 35th Avenue Lot 3, Sec 3, TWP 8, ODYD Plan 3362, LDist 41 3309 - 35th Avenue Lot 2, Sec 3, TWP 8, ODYD Plan 3362, LDist 41 	<ul style="list-style-type: none"> • Civic Arena and Site 3301 - 37th Avenue Lot 3, Sec 3, Plan KAP70548 • Civic Arena Lots 3805 - 31st Street Lot 3, Sec 3, TWP 8, ODYD Plan 1981, LDist 41 3008 - 39th Avenue Lot 4, Sec 3, TWP 8, ODYD Plan 1981, LDist 41 	<ul style="list-style-type: none"> • Multi-Use Facility (Kal Tire Place) and Site Lot A, Sec 3, TWP 8 and of DL 38 ODYD Plan KAP56120 • Multi-Use Facility Expansion [Kal Tire North] • Kin Race Track Lands (9.42 ha) * Lot 1, Sec 3, TWP 8, ODYD Plan 38739 • Lakeview Pool 3001 – 18th Street Vernon, BC • Lavington Pool 6401 Lavington Way Coldstream, BC <p>(It is understood ownership of Lavington Pool will remain with the District of Coldstream)</p>

* The Civic Arena is scheduled for demolition in the fall of 2018.

* Kin Race Track Lands (9.42 ha) have been addressed under the Greater Vernon Sub-Regional Parks and Trails Service Agreement.

SCHEDULE C
STATEMENT OF INTENTIONS

Renegotiation of the Terms of the Agreement

- Pursuant to Section 8.2 of the agreement, notice of the intent to renegotiate the Agreement:
 - can be made unilaterally without further resolution of the Board of Directors of the Regional District of North Okanagan, by each of the Participants defined as the City of Vernon, District of Coldstream, Electoral Area 'B' of the RDNO and Electoral Area 'C' of the RDNO and;
 - notice of intention to renegotiate must be submitted in writing to the other Participants prior to December 31st of the year preceding the expiration of the Agreement.

Withdrawal from the Agreement

- A decision regarding the withdrawal of the RDNO from this Agreement would be a vote pertaining to the administration and operation of the Greater Vernon Recreation Facilities and Programming Grant Service and would be conducted in accordance with the provisions of the *Local Government Act*. Currently, this would mean one director – one vote for each of the District of Coldstream, Electoral Areas 'B' and Electoral Area 'C'.
- Notice of withdrawal from this Agreement must be provided prior to June 30th of the final year of the agreement (six months notice).

Withdrawal from the Greater Vernon Recreation Facilities and Programming Grant Service

- Withdrawal from the service established by *Greater Vernon Recreation and Programming Grant Service Establishment Bylaw No. 2597, 2013* would be in accordance with the provisions of the *Local Government Act*. For certainty, any amendment of a service establishment bylaw currently requires approval of the Inspector of Municipalities.



ADD NEW ITEM 11.A.(ix) Letter dated August 9, 2018, from Deputy Chief Hemstad, re: Fire Training Centre 2018 – 2019 Facility Improvements.

August 9, 2018

CoV File: 7125-2018

FTC Policy Board
Via email

Re: FTC 2018 and 2019 Facility Improvements

Dear respective FTC Policy Board members,

At the July 12, 2018 meeting of the FTC Policy Board, the Board passed the following motion:

“THAT the FTC Policy Board receive and endorse the 2018 and 2019 improvement plan as presented.”

The 2018 Improvement Plan (attached) as presented by DC Hemstad included necessary repairs to the burn building following a professional engineer assessment. The 2018 Improvement Plan was received and endorsed by the respective Fire Chiefs prior to presentation to the Operations Committee and the Policy Board. The Operations Committee also endorsed the 2018 Facility Improvement Plan at the meeting of June 28, 2018.

Under Section 4.22(b) of Schedule A - Intermunicipal Fire Training Centre Services Bylaw, *the Policy Board will not have power, without approval of the parties: to authorize incurring Capital Costs or Borrowing or approve a Financial Plan.*

Could you kindly seek endorsement by resolution of your “party” (your Council or RDNO) and forward at your earliest convenience? The improvements included within the 2018 budget as presented, are necessary for safe use of the Burn Building, have been endorsed by the Fire Chiefs, the Operations Committee and the Policy Board and we would like to proceed as soon as possible.

Your response by end of month (August) would be sincerely appreciated.

DC Hemstad
City of Vernon

Cc FTC Operations Committee



Fire Training Centre

Facility Improvements Plan

As of December 31, 2017 the Facility Improvements Reserve totaled \$73,748. In 2018, the annual budget transfer of \$10,000 brought the total reserve to \$83,748.

In the fall of 2017, \$18,000 was requested from the Facility Improvements Reserve for projects to take place in 2018. These projects were delayed until the results of the engineering assessment were provided.

The engineering assessment (attached) identified significant repairs and upgrades which are necessary to protect this key asset. Making these repairs and upgrades will require a multi-year approach and a re-prioritization of projects in order meet budgetary constraints.

Fiscal Year	Project Description	Project Justification	Proposed Cost	Actual Cost
2018	Engineering assessment	We have had two separate partial-ceiling collapses in 2017 (one of which was repaired). The burn building requires an engineering assessment every 5 years. The assessment was performed recently (report provided). The actual cost increased in order to expand the assessment to determine if the building could be used during the winter months.	\$7,888	\$8,695.68
2018	Burn Building repairs (cells 3 and 4, both floors)	The engineering assessment identified all of the areas which need repairs. This will be a multi-year project. As a priority, the five areas on eastern half of building (cells 3 and 4, both floors) will be repaired first.	\$30,000	
2018	Burn Building reinforcements (cells 3 and 4, both floors)	The engineer also recommended installing steel barrier between the burn cells and the concrete structure. This will be a multi-year project. As a priority, the six burn cells on eastern half of building (cells 3 and 4, both floors) will be reinforced first.	\$16,000	
2018	Burn Building roof	The engineer also recommended installing a roof on the burn building. We have most of the materials to build this roof. The main cost to construct the roof will be from labour.	\$5,000	

2018	Website	The Chiefs were consulted and requested a website be created for improving communication, reserving and scheduling FTC use. This project is underway but not completed.	\$2,992	
2018	Roof cutting props	These props are necessary to continue with the 1001 program.	\$2,000	
2018	Security Camera system	With the recent theft of the skidsteer, a security camera system is recommended.	\$3,246	
		Total	\$67,126	

Completing these projects would leave \$16,622 in the Facility Improvements Reserve at the end of 2018.

With another \$10,000 contribution in 2019 the reserve will be \$26,622.

Fiscal Year	Project Description	Project Justification	Proposed Cost	Actual Cost
2019	Burn Building repairs (cell 2, both floors)	Repair of two areas on western half of building (cell 2, both floors)	\$12,000	
2019	Burn Building reinforcements (cell 2, both floors)	Reinforcement of two burn cells on western half of building (cell 2, both floors)	\$3,000	
2019	Forcible entry prop	This prop is necessary to train firefighters on skills for the 1001 program	\$5,000	
2019	Asphalt repairs	The asphalt paving is developing various cracks in the surface. Filling these cracks will prevent further damage to the asphalt and extend the life of the facility. Estimate on crack sealing to be performed this week.	\$2,500	
2019	Hot water tank	The hot water tank will need to be replaced due to age.	\$5,000	
		Total	\$27,500	

Completing these project would leave a deficit of \$878 in the Facility Improvements Reserve at the end of 2019.

Additional projects for consideration are listed below.

	Burn Building repairs	Repair of two areas on western half of building (cell 1, both floors)	\$30,000	
	Burn Building reinforcements	Reinforcement of two burn cells on western half of building (cell 1, both floors)	\$5,000	
	Fill station	A fill station with fragmentation chamber would increase safety when filling SCBA cylinders	\$15,000	
	Search & Rescue prop	In order to provide Interior Firefighter training the facility requires a prop for Search and Rescue training. The existing burn building is not appropriate for this type of training. This project would involve renovating the existing structure to the southeast of the burn building to install doors, partitions, and electricity so it can be used for search and rescue training.	\$20,000	
	Electricity, lights, and fans for self-rescue prop (sea-cans)	Installing electricity, lights and fans in the sea-cans will provide better visibility and ventilation during summer months.	\$5,000	
	Car fire prop	The car used in the car fire prop needs to be replaced with a new one.	\$1,000	
	New sign	The Chiefs have requested a new sign be installed.	\$1,000	
	Paint and tile	The classroom building needs a fresh coat of paint and some flooring tile installed to maintain aesthetics.	\$4,000	
	Fence repairs	Portions of the fence have been damage due to vehicles backing into it.	\$500	
			\$81,500	

EMRG-1334 Aug 10 - Sep 10, 2018 Class Calendar

	Due Dates	Recommended study schedule (activities in red are required for completion of course)
August 10, 2018	Class opens	<ol style="list-style-type: none"> 1. Read modules 1 (Roles & Responsibilities) and 2 (Stakeholders & Info Distribution) 2. Complete Module Review Quizzes 3. Sign up for a Discussion Board Group* 4. Participate in Discussion Board #1 "Roles, Responsibilities & Getting The Message Out" 5. Post group discussion summary 6. Select a partner for Discussion Activities 2 & 3 <p style="font-size: small; margin-top: 10px;">* If you do not sign up for a Discussion Board Group, you will be assigned to one by your instructor.</p>
August 11, 2018		
August 12, 2018	Deadline to sign up for DB Group	
August 13, 2018		
August 14, 2018		
August 15, 2018		
August 16, 2018		
August 17, 2018		
August 18, 2018		
August 19, 2018	Deadline for posting group summary to DB#1	
August 20, 2018		<ol style="list-style-type: none"> 1. Read module 3 (Crafting & Delivering Message) 2. Complete Module Review Quiz 3. Write key messages and media release, and post them on Discussion Board #2 "Key Messages & Media Release" 4. Conduct peer review
August 21, 2018		
August 22, 2018		
August 23, 2018	Deadline for posting key message & media release to DB#2	
August 24, 2018		
August 25, 2018		
August 26, 2018		
August 27, 2018	Deadline for conducting peer review	
August 28, 2018		<ol style="list-style-type: none"> 1. Prepare interview questions and model answers and post them on group discussion board 2. Participate in remote interview (phone, Skype, etc.) 3. Complete Observer Form 4. Participate in Discussion Board #3 "Interview Debrief" (minimum 1 post)
August 29, 2018		
August 30, 2018		
August 31, 2018		
September 1, 2018		
September 2, 2018		
September 3, 2018	Deadline for conducting remote interviews and posting interview questions, model answers and interview results to DB#3 Final Exam Opens	
September 4, 2018		<ol style="list-style-type: none"> 1. Read Module 4 (Documentation & Planning) 2. Complete Module Review Quiz 3. Participate in Discussion Board #4 "What Went Wrong" 4. Post group discussion summary 5. Write final exam
September 5, 2018		
September 6, 2018		
September 7, 2018		
September 8, 2018		
September 9, 2018		
September 10, 2018	Deadline for posting group summary to DB#4 Exam Closes - Last day of class	