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**CAPITAL REGIONAL DISTRICT BOARD
Meeting of Wednesday, May 14, 2014**

SUPPLEMENTARY AGENDA

4. PRESENTATION/SDELEGATIONS

- *That the following request to speak be approved:*
3. *Delegation: Richard Atwell, STAG, re agenda items 5.1.1 and 5.1.2* (NWA)

5.1 CORE AREA LIQUID WASTE MANAGEMENT COMMITTEE –May 14, 2014

The following item will be considered by the Core Area Liquid Waste Management Committee at its meeting on May 14, 2014 prior to the CRD Board meeting. The following is the staff recommendation.

4. Financial Implications of Seaterra Program’s Recent Proponent Announcements

- That the staff report be received for information. (NWA)

6. NEW BUSINESS

6.1 Water Service for Proposed East Sooke Fire Hall

- That a contribution of \$25,000 be authorized from the Juan de Fuca portion of the Gas Tax Community Works Fund to supplement \$125,000 previously allocated for a water service line extension (within the Wilderness Mountain Water Service) to the CRD-owned property on which the East Sooke Fire Hall property will be built. (NWA)

6.2 Construction of East Sooke Fire Hall Award of Contract 13-1771

- That Contract 13-1771, for the construction of the East Sooke fire hall, be awarded to Verity Construction Corp. in the amount of \$1,897,480 plus tax. (WA)

6.3 Fire and Rescue Services Mutual Aid Agreement with the District of Sooke

- That the amendment to the Fire and Rescue Services Mutual Aid Agreement be approved and duly signed and sealed by authorized officers of the Board. (NWA)

7. MOTION TO CLOSE THE MEETING

- *and (m) a matter that, under another enactment, is such that the public may be excluded from the meeting (Item 3.1.3)* (NWA)



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**REPORT TO CORE AREA LIQUID WASTE MANAGEMENT COMMITTEE
MEETING OF WEDNESDAY, MAY 14, 2014**

SUBJECT **FINANCIAL IMPLICATIONS OF SEATERRA PROGRAM'S RECENT PROPONENT ANNOUNCEMENTS**

ISSUE

At the Finance Committee meeting of May 7, 2014 the following motion was passed:

"Moved by Director Desjardins and seconded by Director Alto, that staff provide the Finance and Core Area Liquid Waste Management Committee with a report on the financial implications to the Capital Regional District with regard to Seaterra Program's recent proponent announcement".

COMMENTS

As a condition of funding from the Provincial Government, the Seaterra Commission has been delegated authority and responsibility for delivering the wastewater treatment project as described in the funding agreement. A summary of responsibilities and delegated authority to the Seaterra Commission is attached for information (Appendix A).

Four qualified firms have been shortlisted to participate in the next stage of the competitive selection process to design, build, partially finance and operate the Resource Recovery Centre (RRC) at the Hartland landfill. Each proponent will now commit a significant amount of time and resources in preparing formal proposals which will be submitted to the Capital Regional District later this year. Each of the four selected firms is entitled to reimbursement of time and resources in the amount of \$250,000 for a total financial implication of \$1,000,000.

Seaterra staff has advised that naming the preferred proponent for McLoughlin will not increase the liability to the Capital Regional District.

RECOMMENDATION

That the Core Area Liquid Waste Management Committee receive this report and forward to the Capital Regional District Board for information.

Diana E. Lokken, CPA, CMA
General Manager, Finance and Technology Dept.

Robert Lapham, MCIP, RPP
Chief Administrative Officer
Concurrence

Attachment: Appendix A – CRD Wastewater Contribution Agreement with the Province of BC –
Summary re Commission Attributes

CRD Wastewater Contribution Agreement with the Province of BC – Summary re Commission Attributes

The CRD agreement with the Province of BC regarding cost sharing for the new Core Area Wastewater Treatment Project was the result of numerous years of negotiation and signed in 2013. The agreement acknowledges a commencement date of Mar 7, 2012, the date the Project funding received ratification of the Provincial Cabinet.

The agreement lays out specific conditions regarding payment and eligibility criteria which include:

- the methodology to be used for construction
- payment terms
- establishing a delegated/independent commission to oversee the delivery of the project
- A completion date of the project of 31 Mar, 2019 (*note - completion is approximately 12 months after substantial completion*)

Funding Agreement Requirements for the Commission:

- The Commission must deliver the Project in accordance with the scope, budget, and schedule established under the Funding Agreement.
- The Commission membership must not include CRD Board members, CRD, provincial or other municipal staff
- The Commission members must have defined qualifications and experience
- The Project Director (PD) reports directly to the Commission and the PD will NOT report to or receive direction through the CRD's CAO on Project related matters. The Project Team reports to the PD.
- The Commission will have the authority to:
 - **Approve Project expenditures**
 - Hire and direct the Project team
 - Approve key Project milestones; and
 - **Enter into legal contracts on behalf of the CRD as required for the Project**

Taking into account the conditions within the Funding Agreement, CRD staff and the CALWM Committee negotiated the terms and conditions regarding the Commission, and CRD Bylaw 3851 was the result of these negotiations .

A key commission power under CRD Bylaw 3851 is the Delegation section where the Board delegates to the commission:

- **all of its powers, duties and functions in relation to the management of the Program** until the completion of commissioning of the Program,
- subject to certain Board document reviews, Board approved evaluation criteria, LWMP amendments, design and mitigation guidelines,
- subject to the Financial Plan (*note: this currently provides for the construction expenditures and debt until 2018*), and
- subject to the policies and procedures of the Regional Board



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ITEM 6.1

REPORT TO THE CAPITAL REGIONAL DISTRICT BOARD MEETING OF WEDNESDAY, MAY 14, 2014

SUBJECT **WATER SERVICE FOR PROPOSED EAST SOOKE FIRE HALL**

ISSUE

Potable water supply to the proposed East Sooke Fire Hall.

BACKGROUND

The Capital Regional District (CRD) and the East Sooke Fire Protection and Emergency Response Service Commission (Commission) have been working together for four years toward development of a new fire hall for East Sooke.

The CRD owns the property on which the proposed East Sooke Fire Hall will be built, and this property is within the Wilderness Mountain Water Service area. The property has access to water from a well, but the water quality is unknown and the well has run dry in the past during prolonged periods of dry weather. Therefore, relying on this well poses a public health and safety risk during the summer when fire risk is high and during community-wide emergency response and disaster relief when safe drinking water at the emergency refuge is a must.

To ensure the fire hall is built to serve the community year-round and in all emergency circumstances, installing a water service line to connect the proposed fire hall property with the Wilderness Mountain Water Service is deemed necessary. At its December 12, 2012 meeting, the CRD Board approved the allocation of \$125,000 from the Juan de Fuca (JdF) Electoral Area's portion of Gas Tax Community Works Fund (CWF) for installation of this water service line, under the "*Water and Wastewater*" category of the Gas Tax Agreement. The cost of this project is now estimated to be \$150,000. Therefore, The JdF Electoral Area Director supports the allocation of an additional \$25,000 from JdF's portion of Gas Tax CWF for the project.

ALTERNATIVES

1. That the CRD Board authorize a contribution of \$25,000 from the JdF portion of the Gas Tax Community Works Fund to supplement \$125,000 previously allocated for a water service line extension (within the Wilderness Mountain Water Service) to the CRD-owned property on which the East Sooke Fire Hall property will be built.
2. That CRD staff determine an alternative source of funds for the increase in the estimated cost of the water service line.

IMPLICATIONS

Funds for extension of the water service line to the property on which proposed East Sooke Fire Hall will be built are available in JdF's portion of the Gas Tax CWF. These funds can be used to cover the grant-eligible costs of the project, such as construction costs.

Although the property for the proposed East Sooke Fire Hall has a well, its water quality is unknown and its capacity is insufficient to meet potable water demand during the summer and during community-wide emergency response and disaster relief.

CONCLUSION

The new East Sooke Fire Hall will be located on CRD-owned property that is located within the Wilderness Mountain Water Service area. The CRD will own the building and the Commission will operate and maintain it.

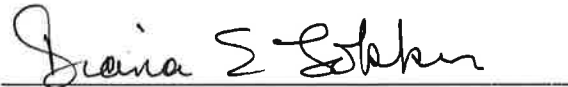
The well located on the property cannot meet the proposed fire hall's potable water requirements. A water line extension to provide potable water from the Wilderness Mountain Water Service is therefore required at an estimated cost of \$150,000. This expenditure is eligible for Gas Tax funding under the "Water and Wastewater" category of the Gas Tax Agreement. In 2012, the Board authorized an allocation of \$125,000 in Gas Tax CWF for this project; given the updated project cost estimate, an additional \$25,000 is required.


The JdF Electoral Area Director supports the allocation of the additional \$25,000 from JdF's portion of the Gas Tax CWF for installation of the required water line extension.


RECOMMENDATION

That the Capital Regional District Board authorize a contribution of \$25,000 from the Juan de Fuca portion of the Gas Tax Community Works Fund to supplement \$125,000 previously allocated for a water service line extension (within the Wilderness Mountain Water Service) to the CRD-owned property on which the East Sooke Fire Hall property will be built.


Rajat Sharma, MBA, CMA
Senior Manager, Financial Services


Diana E. Lokken, CPA, CMA
General Manager, Finance and Technology
Concurrence


Kevin Lorette, P.Eng., MBA
General Manager,
Planning and Protective Services
Concurrence


Robert Lapham, MCIP, RPP
Chief Administrative Officer
Concurrence



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REPORT TO CAPITAL REGIONAL DISTRICT BOARD
MEETING OF WEDNESDAY, MAY 14, 2014

SUBJECT **CONSTRUCTION OF EAST SOOKE FIRE HALL AWARD OF CONTRACT 13-1771**

ISSUE

Approval of contract award for the construction of the new East Sooke Fire Hall.

BACKGROUND

In April 2013, the taxpayers of East Sooke consented through referendum to the construction of a new fire hall for the East Sooke Fire Protection and Emergency Response Service. On March 24, 2014 Capital Regional District (CRD) staff issued a tender for construction of a new fire hall. A total of 3 bids were received and opened on April 17, 2014. They all exceeded the project's capital budget of \$2,170,000:

<u>Company</u>	<u>Tender Price (including tax)</u>
Scansa Construction Ltd.	\$2,520,028.00
Verity Construction Corp.	\$2,262,135.68
Island West Coast Developments Ltd.	\$2,432,626.00

In accordance with the CRD procurement policy and the tender process rules, the East Sooke Fire Protection and Emergency Response Commission (the Commission) and CRD staff worked with the lowest bidder, Verity Construction Corp., to explore construction cost reduction strategies without compromising the project plan.

The resulting cost reductions total \$256,934 plus tax, bringing the revised tender amount to \$1,897,480 plus tax. The Commission and CRD staff agree that the revised design still meets the project requirements; furthermore, the Commission endorses that the CRD proceed with awarding construction contract 13-1771 to Verity Construction Corp.

In order to avoid the risk of delays due to weather, the Electoral Area Director for JDF and the Commission would like the fire hall project to commence as soon as possible. Therefore, staff has supported the addition of this item directly to the May 14, 2014 Board agenda as a supplementary item.

ALTERNATIVES

1. That Contract 13-1771, Construction of the East Sooke fire hall, be awarded to Verity Construction Corp. in the amount of \$1,897,480 plus tax.
2. That Contract 13-1771 not be awarded.

FINANCIAL IMPLICATIONS

Funding of \$2.17 million is available for the East Sooke Fire Hall construction project, comprised of a \$2.12 million MFA loan authorized under Bylaw 3863 supplemented with a private donation of \$50,000. The awarding of \$1,897,480 to Verity Construction will allow for \$272,520 (12.6% of the project total cost) for other costs such as taxes and project administration.

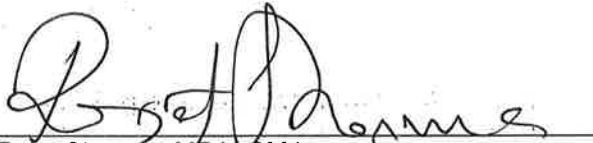
CONCLUSION

Construction of a new fire hall for the East Sooke Fire Protection and Emergency Response Service is proceeding as approved by the electorate through a referendum in 2013. A tender process has concluded and the Commission would like to proceed with contract award to the lowest bidder: Verity Construction Corp.

The Commission, CRD staff and the lowest bidder have identified cost containment strategies, without compromising the project plan, to bring the contract price within the budget. Awarding the contract to Verity Construction, for a total of \$1,897,480 (excluding taxes) will leave sufficient funds in the budget for other costs including taxes and project administration.

RECOMMENDATION

That the Capital Regional District Board approve Contract 13-1771, for the construction of the East Sooke fire hall, to Verity Construction Corp. in the amount of \$1,897,480 plus tax.



Rajat Sharma, MBA, CMA
Senior Manager, Financial Services



Diana E. Lokken, CPA, CMA
General Manager, Finance and Technology
Concurrence



Kevin Lorette, P.Eng., MBA
General Manager,
Planning & Protective Services
Concurrence



Robert Lapham, MCIP, RPP
Chief Administrative Officer
Concurrence



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REPORT TO CAPITAL REGIONAL DISTRICT BOARD MEETING OF WEDNESDAY, MAY 14, 2014

SUBJECT FIRE AND RESCUE SERVICES MUTUAL AID AGREEMENT WITH THE DISTRICT OF SOOKE

ISSUE

The purpose of this report is to recommend that an amendment to the Fire and Rescue Services Mutual Aid Agreement with the District of Sooke be approved and duly signed and sealed by authorized officers of the Board.

BACKGROUND

In 2010 a mutual aid agreement was signed by the CRD and the District of Sooke. Under the agreement the CRD provides fire protection and emergency response services to Sooke and Sooke provides the same services to the CRD's fire service areas (East Sooke, Otter Point and Shirley). The 2010 agreement updated a prior agreement that was signed in 1995.

The Fire Chiefs at the Sooke and CRD fire departments would like to include the District of Metchosin in the agreement.

The amendment to the agreement adds the District of Metchosin as a party. The other provisions of the agreement remain the same. The District of Sooke and the District of Metchosin have authorized and signed the amendment agreement.

ALTERNATIVES

1. The amendment to the Fire and Rescue Services Mutual Aid Agreement be approved and duly signed and sealed by authorized officers of the Board.
2. Do not approve the amendment at this time.

FINANCIAL IMPLICATIONS

There are no changes in financial arrangements in the amendment agreement. Any mutual aid resources supplied under the agreement are to be supplied at the cost of the assisting party. Each party is responsible for their own costs

CONCLUSION

An amendment to the 2010 agreement is necessary to add the District of Metchosin as a party to the agreement.

RECOMMENDATION

That the amendment to the Fire and Rescue Services Mutual Aid Agreement be approved and duly signed and sealed by authorized officers of the Board.



Sonia Santarossa, MA
Senior Manager,
Legislative and Information Services



Robert Lapham, MCIP, RRP
Chief Administrative Officer
Concurrence

Attachments: Fire and Rescue Services Mutual Aid Agreement

FIRE AND RESCUE SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2014

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
PO Box 1000
Victoria, BC V8W 2S6

(the "**Regional District**")

(On behalf of the Participating Volunteer Fire Departments listed in Schedule 'A')

OF THE FIRST PART

AND:

DISTRICT OF SOOKE

2205 Otter Point Road
Sooke, BC V9Z 1J2

AND:

DISTRICT OF METCHOSIN

4450 Happy Valley Road
Victoria, BC V9Z 1J2

(the "**Municipalities**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District was, by *Supplementary Letters Patent* issued the 7th day of July 1983, granted the function of Fire Protection and Regulation for the Electoral Areas of Juan de Fuca and Southern Gulf Islands;
- B. The Regional District has, by bylaw, established the East Sooke Fire Protection and Emergency Response, the Otter Point Fire Protection and Emergency Response and the Shirley Fire Protection and Emergency Response Service Areas (the "Service Areas") for the provision of fire prevention, fire suppression and emergency response services as managed by the volunteer fire departments in those Service Areas;
- C. The Board of the Regional District is authorized to enter into an agreement under Section 176(1) of the *Local Government Act* with a public authority regarding the undertaking, provision and operations of activities, works and services within the power of a party to the Agreement;
- D. The Municipalities are authorized under Section 23(1) of the *Community Charter*, to make Agreements with a public authority, and wish to enter into an Agreement for the furnishing of fire protection and emergency response services for or on behalf of the owners or occupiers of property situated within the Municipalities and to provide fire protection and emergency response services in exchange;

- E. The Regional District has agreed to provide fire protection and emergency response services to the areas of the Municipalities and the Municipalities have agreed to provide fire protection and emergency response services to the Service Areas, in accordance with this Agreement.

NOW THEREFORE in consideration of the premises and mutual promises contained in this Agreement, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. In this Agreement, unless the context otherwise requires:
 - (a) **"Emergency"** includes a Fire Emergency or a Rescue Emergency or both;
 - (b) **"Fire Chief"** means the Fire Chief or his delegate representing the Fire Department of a party;
 - (c) **"Fire Emergency"** means a real or anticipated fire that in the opinion of the Fire Chief or Officer in Charge of the originating jurisdiction endangers the lives, safety, welfare and well-being of people, or the safety or fabric of buildings or structures and which cannot be brought under control by the use of local firefighting resources within the Fire Protection Area;
 - (d) **"Fire Protection Area"** means a service area, or area within the boundaries of the Municipalities, as applicable;
 - (e) **"Mutual Aid Resources"** means designated persons and equipment, all or a portion of which may be made available to another party for fire protection and emergency response purposes;
 - (f) **"Mutual Aid Services"** means the provision of Mutual Aid Resources by the Responding Party where the Requesting Party cannot bring under control an Emergency within its jurisdiction with its own resources;
 - (g) **"Officer in Charge"** means the senior officer in attendance at an incident representing the Fire Department of a party;
 - (h) **"Requesting Party"** means a party requesting Mutual Aid Services;
 - (i) **"Rescue Emergency"** means a real or anticipated situation that in the opinion of the Fire Chief or the Officer in Charge endangers the lives, safety, welfare and well-being of people, or where harm may be caused to property and which cannot be dealt with by the use of local emergency resources from the Fire Protection Area;
 - (j) **Responding Party** means the party or parties receiving a request for Mutual Aid Services under this Agreement;
 - (k) **"Service Areas"** means the Service Areas of the East Sooke Fire Protection and Emergency Response, the Otter Point Fire Protection and Emergency Response and the Shirley Fire Protection and Emergency Response Service Areas.

2. **Previous Agreement**

This Agreement amends the mutual aid agreement between the Regional District and the District of Sooke dated January 13, 2010, by adding the District of Metchosin.

3. **Assistance Response by Municipalities**

The Municipalities agree to provide Mutual Aid Services to situations of Emergency in the Service Areas in accordance with the terms of this Agreement.

4. **Assistance Response by Regional District**

The volunteer fire departments from the Service Areas of the Regional District each agree to provide Mutual Aid Services to situations of Emergency in the Municipalities and within each of the other participating Service Areas in accordance with the terms of this Agreement.

5. **Requesting Assistance**

Where a Fire Chief or Officer in Charge determines that an Emergency exists in his jurisdiction, he may in his sole and absolute discretion decide whether to request Mutual Aid Services from another party.

6. **Level of Commitment of the Requesting Party**

In all cases, the local jurisdiction receiving Mutual Aid Services under this Agreement will provide a complete response to the Emergency with all appropriate resources available at the time per its Operational Guidelines, and will make every effort to release the Mutual Aid Services provided by a Responding Party in a timely manner.

7. **Level of Commitment of the Responding Party**

A Fire Chief or Officer in Charge of a Responding Party who receives a request for Mutual Aid Services shall decide whether or not he has personnel and/or equipment available to respond to the Emergency.

The Fire Chief or Officer in Charge of the Responding Party will communicate his decision to the Fire Chief or Officer in Charge of the Requesting Party as soon as is reasonably possible.

8. **Limitation**

Nothing in this Agreement shall be interpreted as requiring a Fire Chief or Officer in Charge of a Responding Party to dispatch or make available Mutual Aid Resources where the Fire Chief or Officer in Charge of the Responding Party reasonably considers that the personnel or equipment are or may be required by the Responding Party whether inside or outside its jurisdiction.

9. **Control**

The Fire Chief or Officer in Charge having jurisdiction at the location of an Emergency shall direct the use of all Mutual Aid Resources assisting at the Emergency and shall give his directions to the Fire Chief or Officer in Charge of the Responding Party.

10. **Authority to Recall**

The Fire Chief or Officer in Charge of the Responding Party present at the incident retains the authority to recall the Responding Party Mutual Aid Resources under his command at the Emergency when he determines it is necessary to provide adequate services within his originating jurisdiction or to respond to another call for mutual aid or automatic aid assistance.

11. **Authority to Withdraw**

The Fire Chief or Officer in Charge of the Responding Party present at the Emergency retains the authority to withdraw the Responding Party's Mutual Aid Resources under his command at the Emergency if the Officer in Charge is of the opinion that it is necessary to do so for the safety and welfare of such Mutual Aid Resources.

12. **Release**

As soon as the Emergency has been brought under control as determined by the Fire Chief or Officer in Charge of the Requesting Party, Mutual Aid Resources supplied under this Agreement shall be released first before any local resources are released.

13. **Fire Chiefs Determination**

The determination of a Fire Chief or Officer in Charge on any matter required to be determined under this Agreement shall be final.

14. **Standard of Care**

This Agreement shall not be interpreted to create any greater standard of care or liability on the part of a Responding Party, in respect of the supply of Mutual Aid Services to the response area, than that which applies to the supply of such services to the residents of the Responding Party's originating jurisdiction and nothing in the Agreement shall require the Responding Party to provide Mutual Aid Services beyond the level provided to its originating jurisdiction.

15. **Term**

This Agreement shall be in effect for a term of five (5) years commencing on **January 1, 2014 and expiring on December 31, 2018** unless otherwise terminated as providing for herein.

16. **Cost**

Mutual Aid Resources supplied under this Agreement shall be supplied at the expense of the Responding Party, and that Party shall not demand reimbursement from the party to which assistance response has been provided including costs for repair and replacement of equipment.

17. **Termination**

Any one of the parties hereto may withdraw from this Agreement by giving ninety (90) days written notice to the other parties.

18. **Amendment**

If at any time, the parties deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written Agreement between the parties which shall form part hereof.

19. **Indemnity**

Where a party is a Requesting Party or accepts Mutual Aid Services under this Agreement, that party shall release, discharge, indemnify and save harmless the Responding Party, its appointed officers, directors, employees, elected officials, agents, volunteers or others for whom they are responsible at law from and against all liability, loss, causes of action, claims, demands, costs and expenses, including reasonable legal fees, arising out of any claim, demand or action resulting from:

- (a) the provision of Mutual Aid Services under this Agreement; or
- (b) the Requesting Party's breach of its obligations under this Agreement,

except in the case of negligent acts or omissions of the Responding Party, its appointed officers, directors, employees, elected officials, agents, or volunteers or others for whom they are responsible at Law.

20. **Insurance**

The Requesting Party shall provide and maintain during the term of this Agreement the following insurance:

- (a) Commercial General Liability Insurance covering losses to a third party for bodily injury or death, property damage, and unlicensed vehicle and attached equipment operations, and
 - i. this insurance shall be an occurrence based policy with a five million (\$5,000,000) minimum limit, and
 - ii. the Regional District shall be named as an additional insured, and
 - iii. this policy shall contain the separation of insureds, cross liability clause in the conditions of the policy.
- (b) Automobile Insurance

The Requesting Party shall maintain Third Party Legal Insurance in an amount not less than two million (\$2,000,000) per occurrence in respect of all vehicles owned and/or operated by the Municipalities in connection with this Agreement.

21. **Assignment**

This Agreement shall not be assigned by any of the parties hereto except with the prior written consent of the others which consent shall not be unreasonably withheld.

22. **Notice**

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of five business days after it was posted, addressed as follows:

Capital Regional District
625 Fisgard Street, PO Box 1000
Victoria, BC VSW 2S6

Attention: Travis Whiting, Senior Manager, Protective Services
Fax: (250) 360-3232

District of Sooke
2205 Otter Point Road
Sooke, BC V9Z 1J2

Attention: Gordon Howie, Chief Administrative Officer
Fax: (250) 642-0541

District of Metchosin
4450 Happy Valley Road
Victoria, BC V9Z 1J2

Attention: Lisa Urlacher, Chief Administrative Officer
Fax: (250) 474-6298

23. **Interpretation**

Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint ventureship amongst or between the parties hereto.

24. **Binding Effect**

This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

25. **Waiver**

The waiver by a party or parties of any failure on the part of another party or parties to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

26. **Headings**

Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

27. **Language**

Wherever the singular, masculine and neutral are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

28. **Cumulative Remedies**

No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at Law or in equity.

29. **Law Applicable**

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

30. **Counterpart**

This Agreement may be executed in counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

Executions continued to this Agreement between the Capital Regional District and the District of Sooke and the District of Metchosin dated for reference the _____ day of _____ 2014.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED on behalf of the **CAPITAL REGIONAL DISTRICT** by its authorized signatories

Robert Lapham, Chief Administrative Officer

Mike Hicks, Juan de Fuca Electoral Area Director

the ____ day of _____, 2014

SIGNED on behalf of the **DISTRICT OF SOOKE** by its authorized signatories

Wendal Milne, Mayor

Gordon Howie, Chief Administrative Officer

the ____ day of _____, 2014

SIGNED on behalf of the **DISTRICT OF METCHOSIN** by its authorized signatories

John Ranns, Mayor

Lisa Urlacher, Chief Administrative Officer

the ____ day of _____, 2014

Schedule 'A'

Executions continued to this Agreement between the Capital Regional District and the District of Sooke and the District of Metchosin dated for reference the _____ day of _____ 2014.

EAST SOOKE VOLUNTEER FIRE DEPARTMENT hereby acknowledges its obligations under the Mutual Aid Agreement dated for reference the ____ day of _____, 2014

Signature

Name

the ____ day of _____, 2014

OTTER POINT VOLUNTEER FIRE DEPARTMENT hereby acknowledges its obligations under the Mutual Aid Agreement dated for reference the ____ day of _____, 2014

Signature

Name

the ____ day of _____, 2014

SHIRLEY VOLUNTEER FIRE DEPARTMENT hereby acknowledges its obligations under the Mutual Aid Agreement dated for reference the ____ day of _____, 2014

Signature

Name

the ____ day of _____, 2014