



**Regional District of
Kootenay Boundary**

AGREEMENT FOR COST SHARING OF PART 14 SERVICES

THIS AGREEMENT dated for reference the ___ day of _____, 2021

BETWEEN:

REGIONAL DISTRICT OF KOOTENAY BOUNDARY, a Regional District pursuant to the *Local Government Act*, RSBC 2015 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 843 Rosland Ave., Trail, BC, V1R 4S8.

(hereinafter called the “RDKB”)

OF THE FIRST PART

AND:

THE CORPORATION OF THE CITY OF GRAND FORKS, a Municipality pursuant to the *Local Government Act*, RSBC 2015 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 7217 4th St., Grand Forks, BC, V0H 1H0.

(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS

- A. Section 381 of the *Local Government Act* enables municipalities and regional districts to enter into agreements to share in some but not all of the costs of services under Part 14 of the *Local Government Act* to the extent set out in the agreement and in accordance with the terms and conditions for the municipality’s participation established by the agreement; and
- B. The Municipality wishes to continue to participate in the RDKB services under Part 14 of the *Local Government Act*.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

1. The Municipality shall be entitled to participate in the RDKB's services falling under to Part 14 of the *Local Government Act*, but only to the extent that those services apply directly to lands located within the "Planning Agreement Boundary", as shown on Schedule 'A' which is attached to and forms part of this agreement.
2. The Municipality's right to participate in the RDKB's services falling under Part 14 shall include: the right to vote on all matters applying directly to lands located within the "Planning Agreement Boundary"; the right to participate on committees on all matters applying directly to lands located within the "Planning Agreement Boundary"; and the right to receive meeting agendas and other background material in support of all matters applying directly to lands located within the "Planning Agreement Boundary" .
3. The Municipality covenants to pay to the RDKB an annual requisition of \$1,752 (consisting of a base fee of \$1,000, plus an area-based rate of \$13.54 per square kilometre) for the right to participate in services under Part 14 of the *Local Government Act* for the lands located within the "Planning Agreement Boundary", as shown on Schedule 'A' which is attached to and forms part of this agreement.
4. This agreement commences upon the date of execution of the agreement by both parties and shall continue until December 31, 2026.
5. Should the Municipality fail to perform any covenant or condition required under this Agreement, the RDKB may, at its option, terminate this Agreement and all services provided by giving the Municipality 60 days written notice of its intention to so terminate.
6. Should the RDKB fail to perform any covenant or condition required under this Agreement, the Municipality may, at its option, terminate this Agreement and all services provided by giving the RDKB 60 days written notice of its intention to so terminate.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereunto affixed in the presence of their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF GRAND FORKS
by its authorized signatories:

Brian Taylor, Mayor

Duncan Redfearn, Chief Administrative Officer

C/S

THE REGIONAL DISTRICT OF KOOTENAY
BOUNDARY by its authorized signatories:

Linda Worley, Chair

Anitra Winje, Manager of Corporate
Administration

c/s

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