

District of Barriere

REPORT TO COUNCIL

Request for Decision

Date: July 20, 2026	File: 530.20/Rpts
To: Council	From: Fire Chief
Re: Fire Protection Service Agreement between the District of Barriere and Simpcw First Nations.	
Recommendations: THAT Council approve the Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation for the provision of fire protection services to Louis Creek Indian Reserve #4 and Barriere River Indian Reserve #3; AND FURTHER THAT the Mayor and Chief Administrative Officer be authorized to execute the agreement on behalf of the District with any minor changes that may be brought to attention by Simpcw First Nations after their review of the agreement.	

Purpose

To obtain Council approval for a revised Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation. The updated agreement replaces the existing 2022 agreement and continues the provision of fire protection services while expanding the service area, updating administrative provisions, and modernizing operational language.

Background

The District of Barriere has provided fire protection services to Simpcw First Nation through a Fire Protection Services Agreement for the past several years. The current agreement provides fire protection services to Louis Creek Indian Reserve #4 (IR4). The new agreement has added in Indian Reserve #3 (IR3), located on Birch.

The revised agreement will commence at the date of signing and will continue, and continue through December 31, 2029, unless terminated in accordance with the agreement.

Summary

The proposed agreement continues the existing partnership between the District of Barriere and Simpcw First Nation while incorporating several significant updates.

Key changes include:

- Expands fire protection coverage to include both Louis Creek IR4 and Barriere River IR3, rather than Louis Creek IR #4 alone.
 - Updates terminology throughout the agreement.
 - Replaces the previous bylaw compliance requirement with a collaborative approach to wildfire risk reduction and FireSmart education between the District and Simpcw First Nation.
 - Requires annual property information updates and notification when significant changes occur to improve emergency response planning. - Increases the annual service fee from \$143.75 per home to \$200 per home. (A 39% increase).
 - Updates administrative contacts, execution clauses, and schedules to reflect current organizational information.
 - The revised agreement maintains the District's existing authority over emergency operations, deployment of resources, incident command, and service delivery while strengthening collaboration with Simpcw First Nation regarding wildfire preparedness and fire prevention initiatives.
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Benefits or Impact

General

The revised agreement provides a modernized framework for delivering fire protection services to Simpcw First Nation while ensuring expectations and responsibilities of both parties are clearly defined. Expanding the agreement to include Barriere River IR #3 provides consistent emergency service coverage for all identified Simpcw properties within the agreement.

The inclusion of collaborative FireSmart and wildfire risk reduction provisions supports regional wildfire resilience and aligns with current emergency management best practices.

Finances

The agreement increases the annual service fee from \$143.75 per residence to \$200 per residence, reflecting increased operating costs associated with providing fire protection services.

Based on the current eight residences identified within the agreement, annual revenue will increase from approximately \$1,150 to \$1,600, with future annual adjustments based on the number of residences identified by Simpcw First Nation. The agreement also specifies that all revenues generated are dedicated to supporting the fire department operations, equipment, training, administration, and capital requirements.

The District of Barriere will bill this year's amount to the old agreement, and continue with the new agreed amount in 2027.

Strategic Impact

Priority #4: General Governance and Community Engagement

Goal 1. – Increase Partnership with Simpcw First Nation

Actions we want to see:

- b. Continuously review opportunities to enhance our level of partnership, including:
 - c. Emergency Services departments, including FireSmart

The agreement supports Council's commitment to providing reliable emergency services, fostering positive government-to-government relationships with Simpcw First Nation, and enhancing regional emergency preparedness.

The updated agreement also supports the District's strategic objectives related to public safety, wildfire resilience, and long-term sustainability of the District's fire department.

Risk Assessment

Compliance:

The revised agreement has been updated to reflect current operational practices, organizational structure, and administrative requirements while continuing to clearly define the obligations of both parties.

Risk Impact: Low

Approving the agreement reduces legal and operational risk by replacing an outdated agreement with one that reflects current service delivery, expands service coverage, and clarifies financial and operational responsibilities.

Failure to approve the revised agreement may result in continued reliance on an agreement that does not accurately reflect current operations or service expectations.

Internal Control Process:

Administration will monitor the agreement, maintain annual property information, coordinate invoicing, and ensure ongoing communication with Simpcw First Nation regarding operational matters and wildfire preparedness initiatives.

Next Steps / Communication

- The Mayor and Chief Administrative Officer will execute the agreement.
- A fully executed copy will be provided to Simpcw First Nation.
- Administration will implement the revised fee structure and annual reporting requirements.
- The District's fire department will continue working collaboratively with Simpcw First Nation on wildfire risk reduction and FireSmart initiatives.

Attachments

- Proposed Fire Protection Services Agreement (2026)
- 2022 Fire Protection Services Agreement (comparison)

Recommendations

THAT Council approve the Fire Protection Services Agreement between the District of Barriere and Simpcw First Nation for the provision of fire protection services to Louis Creek Indian Reserve #4 and Barriere River Indian Reserve #3;

AND FURTHER THAT the Mayor and Chief Administrative Officer be authorized to execute the agreement on behalf of the District with any minor changes that may be brought to attention by Simpcw First Nations after their review of the agreement.

Alternative Options

- Council could choose to defer consideration of the agreement and direct Administration to negotiate additional amendments with Simpcw First Nation.
- Council could choose not to approve the agreement, in which case the existing agreement would remain in effect until its expiry or other arrangements are made.

Prepared by:
Fire Chief Hovenkamp

Reviewed by:
Daniel Drexler, CAO



FIRE PROTECTION SERVICE AGREEMENT



This agreement made this _____ of _____, 2026.

DISTRICT OF BARRIERE

Box 219

4936 Barriere Town Rd. Barriere, British Columbia V0E 1E0

(hereinafter called the "District")

AND:

SIMPCW FIRST NATION (SimpCW)

Box 220

7555 Dunn Lake Rd. Barriere, British Columbia V0E 1E0

(hereinafter called the "SimpCW") (collectively, the "Parties")

WHEREAS:

- A. The District and Simpcw have duly enacted any required bylaws and have passed any required resolutions to authorize such an agreement between the parties.
- B. The District wishes to provide fire protection collectively "Municipal Services", to the Simpcw First Nation for Louis Creek Indian Reserve (IR) #4 as shown on Schedule A and (IR) #3 as shown in Schedule B, all in accordance with the terms and conditions set out in this agreement.
- C. For the purposes of this Agreement, "Properties" or "Lands" means Louis Creek Indian Reserve No. 4, as described in Schedule A, and Louis Creek Indian Reserve No. 3, as described in Schedule B. Any reference in this Agreement to the "Properties" or the "Lands" shall mean these reserves collectively unless the context requires otherwise.
- D. Simpcw wishes the District to provide, under the terms and conditions of this Agreement, Municipal Services.
- E. The said Parties deem it to their mutual interest to enter into this agreement.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS

1.1 In this agreement, including this section, the recitals, and schedules hereto, unless the context otherwise requires:

"Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

"Annual Fee" has the meaning ascribed in Section 8.0 Payment for Services.

"Building" means a building, mobile home, or a structure, whether occupied or not.

"Fire Chief" means the person appointed from time to time as the Fire Chief of the District of Barriere or designate authorized by the Fire Chief to act on their behalf, or the senior ranking member of the Barriere fire department present at the fire.

"Fire Regulations Bylaw" means the District of Barriere Fire Regulations Bylaw No. 55, as may be amended, or replaced from time to time.

"Fire Protection Service" means firefighting services responding to structure fires, interface fires, motor vehicle incidents including motor vehicle fires and/or suppression of Forest Fires in a manner similar to that provided to the Municipality's Fire Protection Area, and to the same standards including any benefits if any and all fire protection equipment, personnel and any other services that are appropriate to the provision of fire protection services.

"Lands" means that portion of the Reserve (IR) #4 as shown in Schedule A and (IR) #3 as shown in Schedule B includes anything within the boundaries of those lands.

"Municipal Services" means, the provision of fire protection as outlined in this agreement.

"Overtime Costs" means the costs incurred by the Municipality as a result of an extraordinary event occurring within the Lands for which the Municipality provides fire protection services pursuant to this Agreement and includes overtime costs for personnel responding to the event and overtime costs arising as a result of the need to call in off-time personnel to maintain normal service levels.

"Properties" means the lands identified as Louis Creek Indian Reserve No. 4 (Schedule A) and Louis Creek Indian Reserve No. 3 (Schedule B), collectively.

"Reserve" means the Simpcw First Nation Louis Creek Indian Reserve (IR) #4 as shown in schedule A and (IR) #3 as shown in Schedule B which is a reserve within meaning of the *Indian Act* R.S.C. 1985, c. 1-5.

“Reserve Infrastructure” means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

“Service” means a Municipal Service.

“Serviced Properties” means any property which falls under the jurisdiction of this Agreement and is Municipal Services.

“Term” means a period of time which this Agreement remains in force and effect, as described in Section 2.

2.0 TERM

- 2.1** Subject to earlier termination under Section 2.2, 10.1, or 10.2 below, this Agreement commences on January 01, 2026 and shall continue to December 31, 2029.
- 2.2** The parties agree that this Agreement shall be automatically renewed from year to year unless, not less than 6 months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.
- 2.3** Notwithstanding anything herein to the contrary, either party to this Agreement may terminate this Agreement by delivering to the other party a written notice of termination before July 1st in any year during the term hereof and this Agreement shall terminate and be of no further force or effect as of December 31st of the year in which the said notice is delivered, save and except for Sections 12.0 Indemnification and 24.3 and 24.4 Confidentiality herein which shall survive the said termination.
- 2.4** This Agreement may be amended with the mutual consent of both parties.

PROVISION OF SERVICES

3.0 GENERAL COVENANTS OF THE MUNICIPALITY

- 3.1** The Municipality shall provide, for the Term of this Agreement, Municipal Services to Simpcw in accordance with the terms and conditions in this Agreement.
- 3.2** The Municipality shall bill Simpcw for the cost of the Services in accordance with the payment provisions for each Service, as set out in this Agreement.

- 3.3** The Municipality shall inform Simpcw of any changes that may affect the quantity, quality, or level of service associated with this Agreement as outlined in Section 5.0 Quality of Service.
- 3.4** The quality and quantity of the Municipal Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of Services provided by the Municipality to the users of such Municipal Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Municipal Services at a greater level or degree than the level or degree to which the same Municipal Services is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Municipal Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Municipal Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from the connected with a temporary interruption or reduction in the level of a Municipal Service provided under this Agreement.

4.0 GENERAL COVENANTS OF SIMPCW

- 4.1** The District, through Barriere Fire Rescue, will work collaboratively with Simpcw to identify fire hazards and wildfire risk reduction opportunities on the Lands. Where recommendations, advisories, or restrictions are issued by the BC Wildfire Service (BCWS) or the District of Barriere regarding fire prevention, FireSmart practices, fuel management, or fire restrictions, the District may provide such information and recommendations to Simpcw. Simpcw agrees to communicate and recommend such measures to landowners and occupants on the Lands, but nothing in this Agreement shall require Simpcw to enforce compliance by individual landowners or occupants.
- 4.2** The Municipality will not be held liable for any loss resulting from non-compliance with the Municipality's bylaws. This indemnity survives the termination or expiration of this agreement.
- 4.3** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing residents, businesses, buildings, roads, and locations which require Municipal Services under this Agreement.
- 4.4** Simpcw shall pay for the Municipal Services in accordance with the terms and conditions of this Agreement as ascribed in Section 8.0 Payment for Services.

5.0 QUALITY OF SERVICE

- 5.1** The quality and quantity of the Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of

Services provided by the Municipality to the users of such Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Service provided under this Agreement.

6.0 FIRE PROTECTION SERVICES

- 6.1** The Municipality shall provide Fire Protection Services to the Lands, including all buildings, fixtures, vehicles, and persons in accordance with the terms and conditions in this Agreement.
- 6.2** On the first day of April, during each year of the term, Simpcw shall provide the Municipality, in a form and with content satisfactory to the Municipality, information regarding all parcels of property or sooner if any significant changes arise.
- 6.3** The Municipality is not obliged to provide the Fire Protection Services to any occupier or Building on the Lands if there is an outstanding stop work or fire prevention order in respect of the Building that has not been remedied to the satisfaction of the Municipality's Fire Chief or if the Reserve Infrastructure necessary for the provision of the Services, including hydrants and water mains, do not meet the applicable safety and engineering standards for such works in the District of Barriere.
- 6.4** The Municipality shall keep Simpcw informed of the location of the designated Barriere Fire Hall and the telephone number to be used.
- 6.5** The Municipality shall keep Simpcw notified as to the identity of the Fire Chief.
- 6.6** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing streets and buildings/properties located on the land on the commencement date of the Agreement.
- 6.7** Simpcw shall give the Municipality a list of all Buildings on the Lands and their locations. Simpcw shall upon request of the Municipality guide the Fire Chief on an inspection of the Lands to confirm the location of all Buildings on the Lands.
- 6.8** Simpcw shall notify the Municipality of:

- (a) Any inspection reports and orders that are issued to the occupants or owners of any buildings on the Lands as they occur;
- (b) Any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month.

6.9 Simpcw shall retain in its administration records:

- (a) Copies of those plans that have been approved for all purposed Buildings;
- (b) Copies of any plans that have been approved for all additions to existing Buildings.

6.10 Simpcw shall take such steps as are necessary to ensure that the manufacture, storage, transportation, display and sale of low hazard fireworks and high hazard fireworks, as defined by the Canadian *Explosives Act* and Regulations thereto, that take place on the lands shall conform to the *Explosives Act* and Regulations thereto, as amended from time to time.

6.11 Simpcw will indemnify and hold harmless the Municipality from any loss, damage, expense or cost suffered or incurred as a consequence of any fire at or in Buildings on the Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the District of Barriere or the failure by Simpcw administration to:

- (a) Provide the Municipality with reasonable and sufficient access to the Lands to deliver the Services; and
- (b) Maintain and supply to the Municipality the information and records required under this Agreement.

6.12 The fire protection service shall be provided within Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B on a 24- hour basis from the Barriere Fire Hall, utilizing apparatus and equipment contained therein and provided by the District of Barriere.

6.13 The District resources in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B under this agreement will be under the sole direction of the District of Barriere Fire Chief.

6.14 The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate for fire protection service to be dispatched is at the sole discretion of the Barriere Fire Chief or designate. Provision of additional fire apparatus or equipment shall be at the sole discretion of the Fire Chief and may be limited in such a manner not to breach the responsibility to residents and property owners within the Fire Protection Area or its insurers.

6.15 The Fire Chief will have control, direction and management of all firefighting personnel and apparatus and of all fire protection and safety measures at a fire in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule

B. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a premises in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B in an emergency arising from an imminent fire or explosion, where in the Fire Chief's sole discretion there is a danger to life or property and may order the demolition of any building or part of a building in order to prevent the spread of a fire or damage to person or property.

- 6.16** The Fire Chief may order the suspension of the use of water in the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B for purposes other than firefighting during an emergency.
- 6.17** In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the District of Barriere. The District shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
- 6.18** The fire protection service provided by the District will be dependent on the water available at the site of the fire incident.
- 6.19** The Fire Chief, by request to Simpcw First Nation and on approval of the Simpcw First Nation, may inspect property for hazardous conditions.
- 6.20** The District will not be obliged to provide water, pipeline, hydrant and similar facilities to the Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B.

7.0 CONDITIONS OF SERVICE

- 7.1** The District and Simpcw acknowledge that neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B.
- 7.2** Inspection of existing buildings and new construction within the Louis Creek IR #4 is the responsibility of Simpcw First Nation where applicable.
- 7.3** Simpcw is responsible for advising the District, including the Fire Chief, of any new construction within the Louis Creek IR #4 as shown in Schedule A and (IR) #3 as shown in Schedule B.
- 7.4** Simpcw will be responsible for providing current mapping that shows house points and roads within the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B receiving fire protection service and it shall be Simpcw's responsibility to ensure the accuracy of the mapping and to provide updates as new developments or changes occur.

- 7.5 The District of Barriere may not respond to areas where access routes do not provide roads/culverts/bridges sufficient to support firefighting apparatus, where access routes are not clear of ice and snow, or where there is a lack of turn around facilities for any dead end portion of an access road more than ninety (90) meters in length.

8.0 PAYMENT FOR SERVICES

- 8.1 Simpcw will pay the Municipality for the supply of Municipal Services in accordance with the terms and conditions of this Agreement.
- 8.2 The fees calculated for the provision of each Municipal Service under this Agreement shall be an annual fee in the amount equal to:
- 8.2.1 A fee of \$200 per the number of homes located at the Louis Creek IR #4 (8 homes) as shown in Schedule A and (IR) #3 as shown in Schedule B.
- 8.3 The Annual Fee shall be recalculated and amended no later than the signed date of each year of the Term of this Agreement in an amount equal to the Annual Fee for the Municipal Services in accordance with the relevant Schedules.
- 8.4 A total cost for the Annual Fee for the upcoming year will be calculated no later than January 30th of each year of the Term, which will include the number of call outs by the District to the Louis Creek IR #4 as shown in schedule A and (IR) #3 as shown in Schedule B for the previous twelve month period.
- 8.5 The Municipality will provide an invoice to Simpcw for the Annual Fee.
- 8.6 Simpcw will pay all of the Municipality's invoices within thirty days of issuance. Interest on all outstanding invoices shall accrue at a rate of 2% percent, calculated monthly.
- 8.7 Simpcw will pay to the District the amount payable under this Agreement no later than the signed date in each year during the term of this Agreement.
- 8.8 The Parties acknowledge that all fees and payments made by Simpcw under this Agreement are intended solely to support the provision of fire protection services by **the District of Barriere**. The District agrees that all revenues received under this Agreement shall be allocated to the fire department budget and used exclusively for the operation, maintenance, training, equipment, apparatus, facilities, administration, and capital requirements of the fire department.

GENERAL CLAUSES

9.0 RIGHTS OF ACCESS

- 9.1** Representatives of the Municipality may at any time enter upon the Reserve for the purpose of providing any of the Services required in accordance with this Agreement for the purposes of inspecting the Reserve Systems and Reserve Infrastructure and ensuring compliance with the Terms of the Agreement.

10.0 TERMINATION FOR BREECH OF AGREEMENT

- 10.1** Whether or not the Services or any of them are discontinued or any disconnections are made, where invoices remain unpaid by Simpcw as of April 30 of the following year, and Simpcw fails to have Letter of Credit in place, the Municipality may give immediate notice of termination of this agreement without prejudice to any other rights or remedies the Municipality may have, including the right to seek recovery of any outstanding debt owing to it by Simpcw. The Parties acknowledge and agree that this Section 10.1 does not limit either Party's respective rights under Section 9.1 above.
- 10.2** Should either party be in breach of its covenants or undertakings under this Agreement, other than a failure by Simpcw to pay for Services, which remains un-rectified for a period of six (6) months following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement. The Parties acknowledgment and agree that this Section 10.2 does not limit either Party's respective rights under Section 9.1 above.
- 10.3** If this Agreement is terminated or otherwise cancelled for any reason, a prorated portion of any advance payments made by Simpcw will be refunded once all amounts owing to the Municipality have been fully paid.

11.0 LIABILITY

- 11.1** The Municipality does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Systems and Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

12.0 INDEMNIFICATION

12.1 Simpcw First Nation releases, indemnifies and saves harmless the District, its officers and employees, the Fire Chief and the members of the District of Barriere fire department members for any and all claims, actions for loss, injury, damages or compensation by any person or corporation whatsoever by reason of or in any way attributable to any fire protection or prevention/inspection service provided pursuant to this Agreement, or any failure to provide such services.

12.2 Indemnification survives the termination or expiry of this Agreement.

13.0 COMMUNICATIONS AND CONTRACT PROTOCOL

13.1 All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

14.0 DISPUTE RESOLUTION

14.1 In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement.

14.2 In the event that the parties fail to resolve matters, the parties shall seek a settlement of the conflict by utilizing a mutually agreed upon arbitrator and the decision of the arbitrator shall be final and binding.

15.0 ACKNOWLEDGEMENT OF RIGHTS

15.1 Nothing contained in this Agreement will be deemed to limit or affect any other Aboriginal rights or claims Simpcw may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligation of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

16.0 HEADINGS

16.1 Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

17.0 ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire Agreement between the Parties in relation

to the provision of Municipal Services and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.

- 17.2** This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in relation to the provision of Municipal Services in the course of negotiations between the Parties.

18.0 NOTICES, DEMANDS AND OTHER COMMUNICATIONS

- 18.1** The address for delivery of any notice or written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) To Municipality:

District of Barriere, CAO
inquiry@barriere.ca

District of Barriere
Box 219
4936 Barriere Town Road
Barriere, BC V0E 1E0
Ph. (250) 672-9751
Fax (250) 672-9708

(b) To Simpcw:

Rhonda Kershaw, Administrator
band.administrator@simpcw.com

Simpcw First Nation
Box 220
500 Dunn Lake Road
Barriere, BC V0E 1E0
Ph. (250) 672-9995
Fax (250) 672-5858

- 18.2** Any notice mailed shall be deemed to have been received on the fifth (5th) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. For the purposes of Section 18.2, the term “business day” shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the province of British Columbia.
- 18.3** The Parties may change their address for delivery of any notice or other written communication in accordance with Section 18.1.

19.0 SEVERANCE

- 19.1** In the event that any provision of the Agreement should be invalid, the provision shall be severed and the Agreement read without reference to that provision.
- 19.2** Where any provision of the Agreement has been severed in accordance with Section 19.1 and that severance materially affects the implementation of this Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this agreement accordingly.

20.0 AMENDMENT

- 20.1** The Agreement shall not be varied or amended except by written agreement of both Parties.
- 20.2** No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

21.0 GOVERNING LAWS

- 21.1** The provisions of this Agreement will be governed and interpreted in accordance with the laws of British Columbia or Canada, as applicable.

22.0 ASSIGNMENT

- 22.1** The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

23.0 ENUREMENT

- 23.1** The Agreement endures to the benefit and is binding upon the Parties and their respective heirs, executors, administration, successors, and assigns.

24.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 24.1** The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- 24.1.1 Was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - 24.1.2 Was disclosed to a party by a third party, without breach of any duty of confidentiality;

- 24.1.3 Was approved in writing for disclosure, without restriction, by the disclosing party;
 - 24.1.4 Is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - 24.1.5 Was developed by either party independently, without a breach of any duty of confidence.
- 24.2** Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement.
- 24.3** All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 24.4** Upon completion of the Fire Protection Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

25.0 GENERAL PROVISIONS

- 25.1** Time is of the essence in this Agreement.
- 25.2** The parties here to acknowledge and agree that this Agreement is intended to be a contract for the Services only and does not create an employer/employee relationship, agency relationship, joint venture or partnership between them and at all times the district is and is intended to be an independent contractor.
- 25.3** No waiver of any term or condition in this Agreement or breach of any term or condition in this Agreement is effective unless it is in writing, and no waiver of a breach is to be construed as a waiver of any future breach.
- 25.4** This Agreement ensures to the benefit of and binds the parties to it and their successors and permitted assigns.
- 25.5** This Agreement is the entire agreement between the parties and supersedes all prior written and oral agreements, representations, and statements entered or exchanged by the parties.
- 25.6** This agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Simpcw Louis Creek IR#4 as shown in schedule A and (IR) #3 as shown in Schedule B or any part of it.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

On behalf of Simpcw First Nation:

On behalf of the District of Barriere:

Kukpi7 George Lampreau

Mayor Robert Kerslake

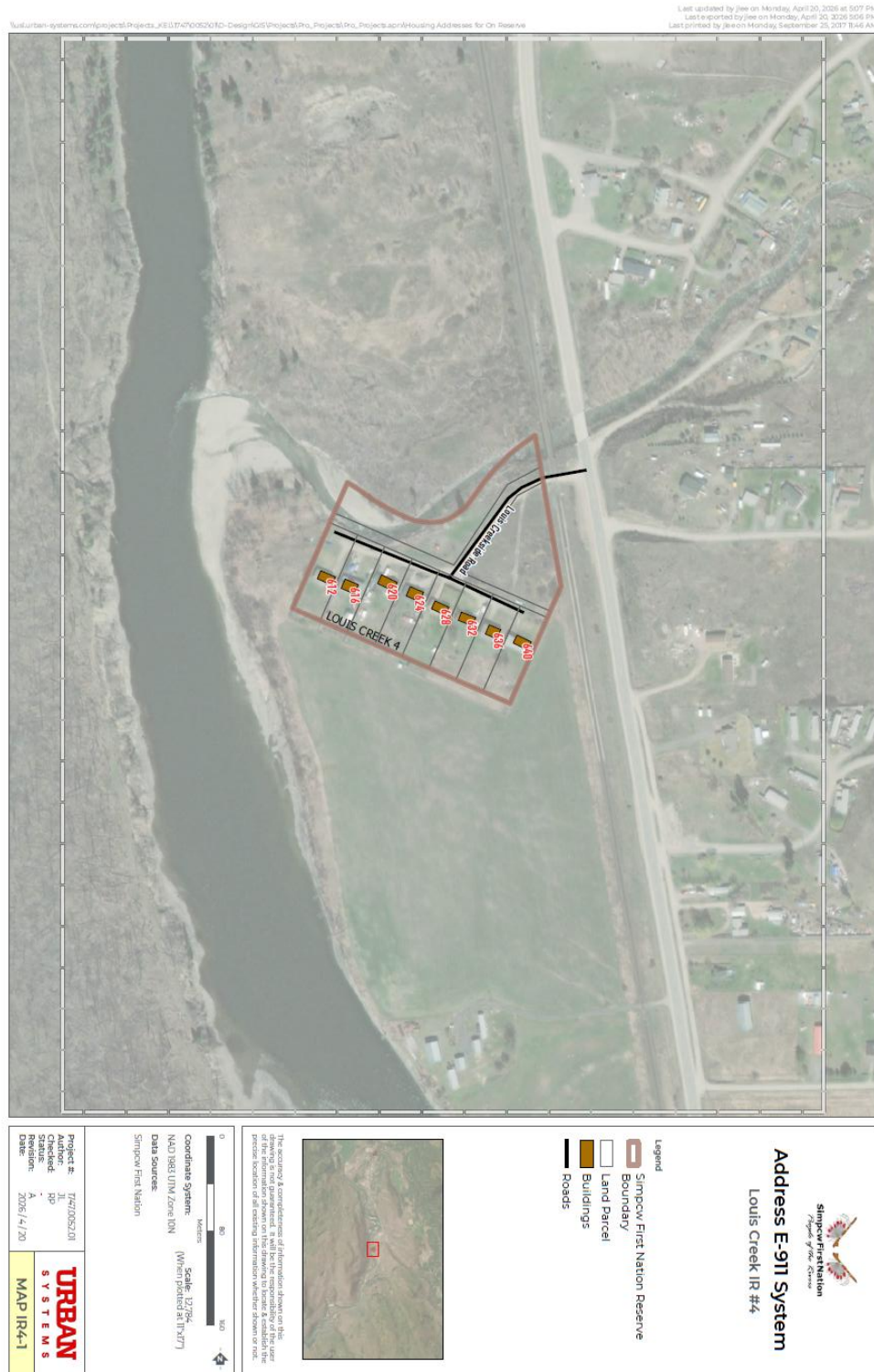
Rhonda Kershaw, Administrator

Daniel Drexler, CAO

DRAFT

SCHEDULE A **Louis Creek IR #4**

Kamloops Dis. Left bank of Louis Creek about ¼ miles from its confluence with N. Thompson River about 34 miles North of Kamloops



SCHEDULE B

Barriere River IR #3

(Kamloops Dist. On left bank of the Barriere River about 2 miles from the mouth of the North Thompson River)



Fire Protection Service Agreement 2026

FIRE PROTECTION SERVICE AGREEMENT

This agreement made this 5th of December, 2022.

BETWEEN:

DISTRICT OF BARRIERE
Box 219
Barriere, BC V0E 1E0

(Hereinafter called the "District")

AND:

SIMPCW FIRST NATION
Box 220
7555 Dunn Lake Road
Barriere, BC V0E 1E0

(Hereinafter call the "Simpchw")

(collectively, the "Parties")

WHEREAS:

- A. The District and Simpcw have duly enacted any required bylaws and have passed any required resolutions to authorize such an agreement between the parties.
- B. The District wishes to provide fire protection collectively "Municipal Services", to the Simpcw First Nation for Louis Creek Indian Reserve (IR) #4 as shown on Schedule A, all in accordance with the terms and conditions set out in this agreement.
- D. Simpcw wishes the District to provide, under the terms and conditions of this Agreement, Municipal Services.
- E. The said Parties deem it to their mutual interest to enter into this agreement.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 DEFINITIONS

- 1.1** In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

"Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

“Annual Fee” has the meaning ascribed in Section 8.0 Payment for Services.

“Building” means a building, mobile home, or a structure, whether occupied or not.

“Fire Chief” means the person appointed from time to time as the Fire Chief of the Barriere Fire Department or designate authorized by the Fire Chief to act on his behalf, or the senior ranking member of the Barriere Fire Department present at the fire.

“Fire Regulations Bylaw” means the Barriere Fire Regulations Bylaw No. 55, as may be amended or replaced from time to time.

“Fire Protection Service” means firefighting services responding to structure, grass, brush, motor vehicle fires and/or suppression of Forest Fires in a manner similar to that provided to the Municipality’s Fire Protection Area, and to the same standards including any benefits if any and all fire protection equipment, personnel and any other services that are appropriate to the provision of fire protection services.

“Lands” means that portion of the Reserve #4 outlined in Schedule E and includes anything within the boundaries of those lands.

“Municipal Services” means, the provision of fire protection as outlined in this agreement.

“Overtime Costs” means the costs incurred by the Municipality as a result of an extraordinary event occurring within the Lands for which the Municipality provides fire protection services pursuant to this Agreement, and includes overtime costs for personnel responding to the event and overtime costs arising as a result of the need to call in off-time personnel to maintain normal service levels.

“Reserve” means the Simpcw First Nation Louis Creek Indian Reserve #4 which is a reserve within meaning of the *Indian Act* R.S.C. 1985, c. 1-5.

“Reserve Infrastructure” means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains, lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

“Service” means a Municipal Service.

“Serviced Properties” means any property which falls under the jurisdiction of this Agreement and is Municipal Services.

“Term” means a period of time which this Agreement remains in force and effect, as described in Section 2.

2.0 TERM

- 2.1** Subject to earlier termination under Section 2.2, 10.1, or 10.2 below, this Agreement commences on January 01, 2023 and shall continue to December 31, 2027.
- 2.2** The parties agree that this Agreement shall be automatically renewed from year to year unless, not less than 6 months prior to the annual renewal date, either party gives written notice to the other party, indicating its desire to terminate the Agreement.
- 2.3** Notwithstanding anything herein to the contrary, either party to this Agreement may terminate this Agreement by delivering to the other party a written notice of termination before July 1st in any year during the term hereof and this Agreement shall terminate and be of no further force or effect as of December 31st of the year in which the said notice is delivered, save and except for Sections 12.0 Indemnification and 24.3 and 24.4 Confidentiality herein which shall survive the said termination.
- 2.4** This Agreement may be amended with the mutual consent of both parties.

PROVISION OF SERVICES

3.0 GENERAL COVENANTS OF THE MUNICIPALITY

- 3.1** The Municipality shall provide, for the Term of this Agreement, Municipal Services to Simpcw in accordance with the terms and conditions in this Agreement.
- 3.2** The Municipality shall bill Simpcw for the cost of the Services in accordance with the payment provisions for each Service, as set out in this Agreement.
- 3.3** The Municipality shall inform Simpcw of any changes that may affect the quantity, quality, or level of service associated with this Agreement as outlined in Section 5.0 Quality of Service.

- 3.4** The quality and quantity of the Municipal Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of Services provided by the Municipality to the users of such Municipal Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Municipal Services at a greater level or degree than the level or degree to which the same Municipal Services is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Municipal Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Municipal Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from the connected with a temporary interruption or reduction in the level of a Municipal Service provided under this Agreement.

4.0 GENERAL COVENANTS OF SIMPCW

- 4.1** Simpcw will comply with and take all reasonable steps to ensure compliance with any person receiving the Municipal Services with the Municipality's relevant Bylaw No. 55 and its amendments as well as any other municipal or provincial fire restrictions that may apply from time to time.
- 4.2** The Municipality will not be held liable for any loss resulting from non-compliance with the Municipality's bylaws. This indemnity survives the termination or expiration of this agreement.
- 4.3** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing residents, businesses, buildings, roads, and locations which require Municipal Services under this Agreement.
- 4.4** Simpcw shall pay for the Municipal Services in accordance with the terms and conditions of this Agreement as ascribed in Section 8.0 Payment for Services.

5.0 QUALITY OF SERVICE

- 5.1** The quality and quantity of the Services to be provided by the Municipality under this Agreement will be substantially the same as the quality and quantity of Services provided by the Municipality to the users of such Services on non-Reserve lands within the Municipality's Fire Protection Area. The Municipality is not obliged to provide Services at a greater level or degree than the level or degree to which the same Service is provided elsewhere within the Municipality's Fire Protection Area. The Municipality makes no representation or warranty that the level or degree of Services provided under this Agreement will

be maintained or continued to any particular standard, other than as stated expressly herein. Simpcw acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Services, and that the Municipality will not be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Service provided under this Agreement.

6.0 FIRE PROTECTION SERVICES

- 6.1** The Municipality shall provide Fire Protection Services to the Lands, including all buildings, fixtures, vehicles, and persons in accordance with the terms and conditions in this Agreement.
- 6.2** On the first day of April, during each year of the term, Simpcw shall provide the Municipality, in a form and with content satisfactory to the Municipality, information regarding all parcels of property.
- 6.3** The Municipality is not obliged to provide the Fire Protection Services to any occupier or Building on the Lands if there is an outstanding stop work or fire prevention order in respect of the Building that has not been remedied to the satisfaction of the Municipality's Fire Chief or if the Reserve Infrastructure necessary for the provision of the Services, including hydrants and water mains, do not meet the applicable safety and engineering standards for such works in the District of Barriere.
- 6.4** The Municipality shall keep Simpcw informed of the location of the designated Barriere Fire Hall and the telephone number to be used.
- 6.5** The Municipality shall keep Simpcw notified as to the identity of the Fire Chief.
- 6.6** Simpcw shall give the Municipality maps and other information required by the Municipality in order to enable the Municipality to identify the location of all existing streets and buildings/properties located on the land on the commencement date of the Agreement.
- 6.7** Simpcw shall give the Municipality a list of all Buildings on the Lands and their locations. Simpcw shall upon request of the Municipality guide the Fire Chief on an inspection of the Lands to confirm the location of all Buildings on the Lands.
- 6.8** Simpcw shall notify the Municipality of:
 - (a) Any inspection reports and orders that are issued to the occupants or owners of any buildings on the Lands as they occur;

- (b) Any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month.

6.9 Simpcw shall retain in its administration records:

- (a) Copies of those plans that have been approved for all purposed Buildings;
- (b) Copies of any plans that have been approved for all additions to existing Buildings.

6.10 Simpcw shall take such steps as are necessary to ensure that the manufacture, storage, transportation, display and sale of low hazard fireworks and high hazard fireworks, as defined by the Canadian *Explosives Act* and Regulations thereto, that take place on the lands shall conform to the *Explosives Act* and Regulations thereto, as amended from time to time.

6.11 Simpcw will indemnify and hold harmless the Municipality from any loss, damage, expense or cost suffered or incurred as a consequence of any fire at or in Buildings on the Lands to the extent caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the District of Barriere or the failure by Simpcw administration to:

- (a) Provide the Municipality with reasonable and sufficient access to the Lands to deliver the Services; and
- (b) Maintain and supply to the Municipality the information and records required under this Agreement.

6.12 The fire protection service shall be provided within Louis Creek IR#4 on a 24-hour basis from the Barriere Fire Hall, utilizing apparatus and equipment contained therein and provided by the Barriere Fire Department.

6.13 The Barriere Fire Department resources in the Louis Creek IR#4 under this agreement will be under the sole direction of the District Fire Chief.

6.14 The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate for fire protection service to be dispatched is at the sole discretion of the Barriere Fire Chief or designate. Provision of additional fire apparatus or equipment shall be at the sole discretion of the Fire Chief and may be limited in such a manner not to breach the responsibility to residents and property owners within the Fire Protection Area or its insurers.

6.15 The Fire Chief will have control, direction and management of all firefighting personnel and apparatus and of all fire protection and safety measures at a fire in the Louis Creek IR#4. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a premises in the Louis Creek IR#4 in an

emergency arising from an imminent fire or explosion, where in the Fire Chief's sole discretion there is a danger to life or property, and may order the demolition of any building or part of a building in order to prevent the spread of a fire or damage to person or property.

- 6.16** The Fire Chief may order the suspension of the use of water in the Louis Creek IR#4 for purposes other than firefighting during an emergency.
- 6.17** In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the Barriere Fire Department. The District shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
- 6.18** The fire protection service provided by the District will be dependent on the water available at the site of the fire incident.
- 6.19** The Fire Chief, by request to Simpcw First Nation and on approval of the Simpcw First Nation, may inspect property for hazardous conditions.
- 6.20** The District will not be obliged to provide water, pipeline, hydrant and similar facilities to the Louis Creek IR#4.

7.0 CONDITIONS OF SERVICE

- 7.1** The District and Simpcw acknowledge that neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Louis Creek IR #4, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Louis Creek IR #4.
- 7.2** Inspection of existing buildings and new construction within the Louis Creek IR #4 is the responsibility of Simpcw First Nation where applicable.
- 7.3** Simpcw is responsible for advising the District, including the Fire Chief, of any new construction within the Louis Creek IR #4.
- 7.4** Simpcw will be responsible for providing current mapping that shows house points and roads within the Louis Creek IR #4 receiving fire protection service and it shall be Simpcw's responsibility to ensure the accuracy of the mapping and to provide updates as new developments or changes occur.
- 7.5** The District Fire Department may not respond to areas where access routes do not provide roads/culverts/bridges sufficient to support firefighting apparatus, where access routes are not clear of ice and snow, or where there is a lack of turn around facilities for any dead end portion of an access road more than ninety (90) metres in length.

8.0 PAYMENT FOR SERVICES

- 8.1** Simpcw will pay the Municipality for the supply of Municipal Services in accordance with the terms and conditions of this Agreement.
- 8.2** The fees calculated for the provision of each Municipal Service under this Agreement shall be an annual fee in the amount equal to:
 - 8.2.1** A fee of \$143.75 per the number of homes located at the Louis Creek IR #4.
- 8.3** The Annual Fee shall be recalculated and amended no later than March 1st of each year of the Term of this Agreement in an amount equal to the Annual Fee for the Municipal Services in accordance with the relevant Schedules.
- 8.4** A total cost for the Annual Fee for the upcoming year will be calculated no later than January 30th of each year of the Term, which will include the number of call outs by the District to the Louis Creek IR #4 for the previous twelve month period.
- 8.5** The Municipality will provide an invoice to Simpcw for the Annual Fee.
- 8.6** Simpcw will pay all of the Municipality's invoices within thirty days of issuance. Interest on all outstanding invoices shall accrue at a rate of 2% percent, calculated monthly.
- 8.7** Simpcw will pay to the District the amount payable under this Agreement no later than February 28th in each year during the term of this Agreement.

GENERAL CLAUSES

9.0 RIGHTS OF ACCESS

- 9.1** Representatives of the Municipality may at any time enter upon the Reserve for the purpose of providing any of the Services required in accordance with this Agreement for the purposes of inspecting the Reserve Systems and Reserve Infrastructure and ensuring compliance with the Terms of the Agreement.

10.0 TERMINATION FOR BREECH OF AGREEMENT

- 10.1** Whether or not the Services or any of them are discontinued or any disconnections are made, where invoices remain unpaid by Simpcw as at April 30 of the following year, and Simpcw fails to have Letter of Credit in place, the

Municipality may give immediate notice of termination of this agreement without prejudice to any other rights or remedies the Municipality may have, including the right to seek recovery of any outstanding debt owing to it by Simpcw. The Parties acknowledge and agree that this Section 10.1 does not limit either Party's respective rights under Section 9.1 above.

10.2 Should either party be in breach of its covenants or undertakings under this Agreement, other than a failure by Simpcw to pay for Services, which remains un-rectified for a period of six (6) months following written notification of such breach, the party not in breach may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement. The Parties acknowledge and agree that this Section 10.2 does not limit either Party's respective rights under Section 9.1 above.

10.3 If this Agreement is terminated or otherwise cancelled for any reason, a prorated portion of any advance payments made by Simpcw will be refunded once all amounts owing to the Municipality have been fully paid.

11.0 LIABILITY

11.1 The Municipality does not warrant or guarantee the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses, or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the Municipality, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Systems and Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

12.0 INDEMNIFICATION

12.1 Simpcw First Nation releases, indemnifies and saves harmless the District, its officers and employees, the Fire Chief and the members of the Barriere Fire Department for any and all claims, actions for loss, injury, damages or compensation by any person or corporation whatsoever by reason of or in any way attributable to any fire protection or prevention/inspection service provided pursuant to this Agreement, or any failure to provide such services.

12.2 Indemnification survives the termination or expiry of this Agreement.

13.0 COMMUNICATIONS AND CONTRACT PROTOCOL

- 13.1** All the Parties to this agreement will appoint one or more representatives, with notice to the other Parties of such appointments as the principal contacts for official communications about this Agreement. The Parties further agree to establish a communications protocol to manage issues arising under this Agreement.

14.0 DISPUTE RESOLUTION

- 14.1** In the interest of cooperative and harmonious co-existence, the parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement.
- 14.2** In the event that the parties fail to resolve matters, the parties shall seek a settlement of the conflict by utilizing a mutually agreed upon arbitrator and the decision of the arbitrator shall be final and binding.

15.0 ACKNOWLEDGEMENT OF RIGHTS

- 15.1** Nothing contained in this Agreement will be deemed to limit or affect any other Aboriginal rights or claims Simpcw may have at law or in equity. Nothing contained in this Agreement will be deemed to limit or affect the legal rights, duties of obligation of the Municipality. The Parties agree that nothing in this Agreement will affect the cooperation or consultation covenants the Parties have entered into pursuant to other Agreements.

16.0 HEADINGS

- 16.1** Headings that precede sections are provided for the convenience of the reader only and shall not be used in constructing or interpreting the terms of this Agreement.

17.0 ENTIRE AGREEMENT

- 17.1** This Agreement constitutes the entire Agreement between the Parties in relation to the provision of Municipal Services and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.
- 17.2** This Agreement supersedes, merges, and cancels any and all pre-existing agreements and understandings in relation to the provision of Municipal Services in the course of negotiations between the Parties.

18.0 NOTICES, DEMANDS AND OTHER COMMUNICATIONS

- 18.1** The address for delivery of any notice or written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows:

(a) To Municipality:

Bob Payette, CAO
bpayette@barriere.ca

District of Barriere
Box 219
4936 Barriere Town Road
Barriere, BC V0E 1E0
Ph. (250) 672-9751
Fax (250) 672-9708

(b) To Simpcw:

Rhonda Kershaw, Administrator
band.administrator@simpcw.com

Simpcw First Nation
Box 220
500 Dunn Lake Road
Barriere, BC V0E 1E0
Ph. (250) 672-9995
Fax (250) 672-5858

- 18.2** Any notice mailed shall be deemed to have been received on the fifth (5th) business day following the date of mailing. By notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. For the purposes of Section 18.2, the term “business day” shall mean Monday to Friday, inclusive of each week, excluding days which are statutory holidays in the province of British Columbia.

- 18.3** The Parties may change their address for delivery of any notice or other written communication in accordance with Section 18.1.

19.0 SEVERANCE

- 19.1** In the event that any provision of the Agreement should be invalid, the provision shall be severed and the Agreement read without reference to that provision.
- 19.2** Where any provision of the Agreement has been severed in accordance with Section 19.1 and that severance materially affects the implementation of this

Agreement, the parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this agreement accordingly.

20.0 AMENDMENT

- 20.1** The Agreement shall not be varied or amended except by written agreement of both Parties.
- 20.2** No waiver of the terms, conditions, warranties, covenants, and agreements set out herein shall be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

21.0 GOVERNING LAWS

- 21.1** The provisions of this Agreement will be governed and interpreted in accordance with the laws of British Columbia or Canada, as applicable.

22.0 ASSIGNMENT

- 22.1** The rights and obligations of the Parties may not be assigned or otherwise transferred. An amalgamation by a Party does not constitute an assignment.

23.0 ENUREMENT

- 23.1** The Agreement endures to the benefit and is binding upon the Parties and their respective heirs, executors, administration, successors, and assigns.

24.0 CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 24.1** The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
- 24.1.1 Was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - 24.1.2 Was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - 24.1.3 Was approved in writing for disclosure, without restriction, by the disclosing party;
 - 24.1.4 Is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be

provided to the party which owns the Confidential Information, wherever possible; or

24.1.5 Was developed by either party independently, without a breach of any duty of confidence.

24.2 Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement.

24.3 All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.

24.4 Upon completion of the Fire Protection Services, the termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

25.0 GENERAL PROVISIONS

25.1 Time is of the essence in this Agreement.

25.2 The parties hereto acknowledge and agree that this Agreement is intended to be a contract for the Services only and does not create an employer/employee relationship, agency relationship, joint venture or partnership between them and at all times the District is and is intended to be an independent contractor.

25.3 No waiver of any term or condition in this Agreement or breach of any term or condition in this Agreement is effective unless it is in writing, and no waiver of a breach is to be construed as a waiver of any future breach.

25.4 This Agreement ensures to the benefit of and binds the parties to it and their successors and permitted assigns.

25.5 This Agreement is the entire agreement between the parties and supersedes all prior written and oral agreements, representations, and statements entered or exchanged by the parties.

25.6 This agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Simpcw Louis Creek IR#4 or any part of it.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

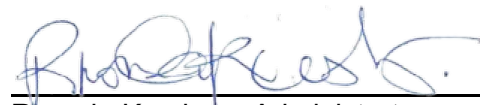
On behalf of Simpcw First Nation:

On behalf of the District of Barriere:



Kukpi7 George Lampreau

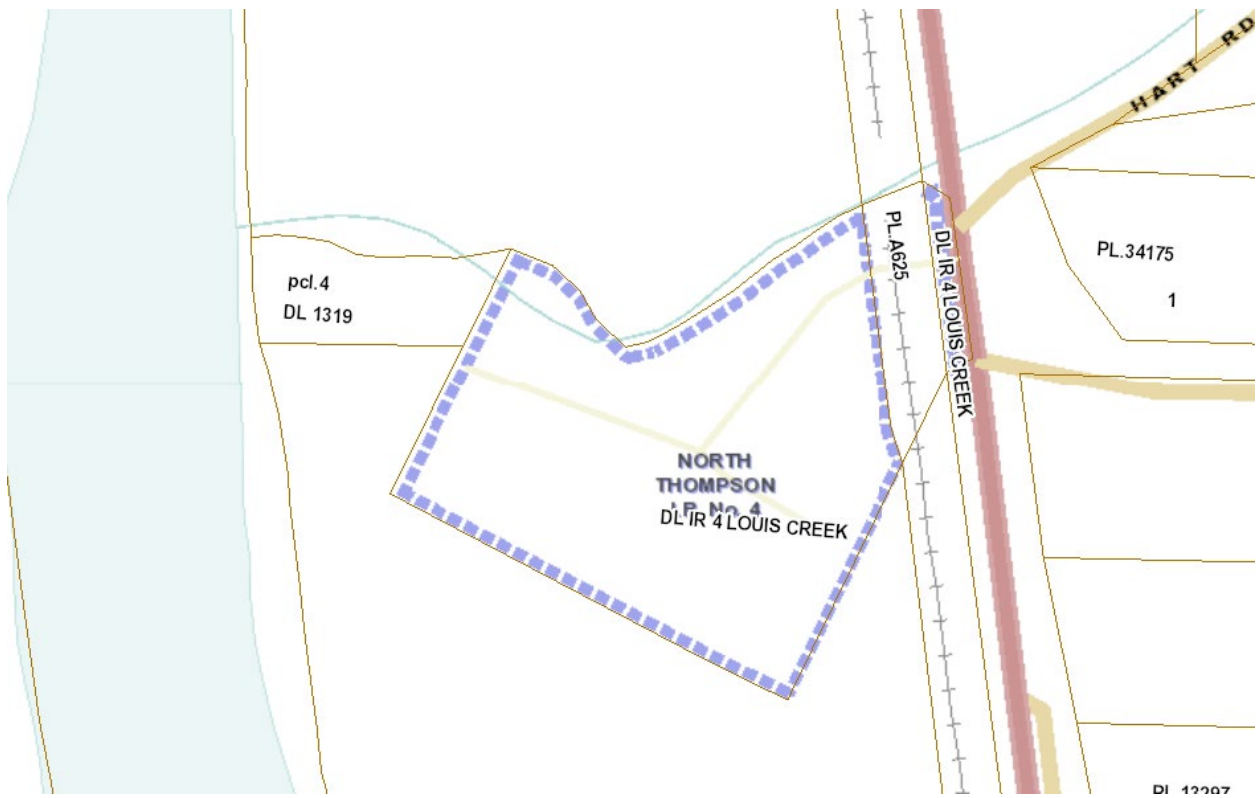
Mayor Ward Stamer



Rhonda Kershaw, Administrator

Bob Payette, Deputy Corporate Officer/ CAO

SCHEDULE A



Fire Protection Service Agreement 2022