

APPENDIX A

COOPERATIVE AGREEMENT

DATED AS OF JANUARY X, 2018

BETWEEN

FRASER VALLEY REGIONAL DISTRICT

AND

CITY OF CHILLIWACK

COOPERATIVE AGREEMENT

COOPERATIVE AGREEMENT

This agreement made as of the X day of MONTH, 2018

BETWEEN:

FRASER VALLEY REGIONAL DISTRICT
(hereinafter called "FVRD")

OF THE FIRST

PART

AND:

CITY OF CHILLIWACK
(hereinafter called "Chilliwack")

OF THE SECOND

PART

WHEREAS the FVRD and Chilliwack each maintains their own emergency management and business continuity operations equipment, facilities, and personnel;

AND WHEREAS the two parties consider it to be of mutual benefit to cooperate in the resolution of emergency and business continuity incidents;

NOW THEREFORE this cooperative agreement witnesseth that in consideration of the covenants and provisos herein contained; the parties hereto agree as follows:

1. In this Agreement, "Facility" or "Facilities" includes Emergency Operations Centres, Reception Centres, Group Lodging, and Alternative Work Sites owned, maintained, or under the control of either party.
2. In this Agreement, "Director" means the Chief Administrative Officer (CAO), senior manager, or delegate of the party who is in charge of the emergency or business continuity operation or training exercise. A list of approved delegates for both parties is appended to this agreement.
3. In the event that a Director requires Facilities, the Director may request use of said Facilities from the other party to this Agreement.
4. Use of the Facilities shall be provided by the assisting party if the Facilities are not already required for use by the assisting party. The assisting party will physically attend and open the requested Facility and provide access to the assisted party.
5. Equipment and staff of the assisted party shall be under the direction of the Director at all material times.
6. No party to this Agreement shall be liable for any loss or damage occasioned to the equipment of any of the other parties occurring due to or arising from use of Facilities under this Agreement, unless such loss or damage is caused by negligence or wrongful act.
7. No charge shall be levied for use of Facilities under this Agreement between the parties to this Agreement.
8. Subject to section 5 of this Agreement, each party requesting use of Facilities under this Agreement shall be responsible for and indemnify and release and save harmless the party that provided the Facilities, from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings, or non-performance in relation to or resulting from the performance, purported performance, or non-performance of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence or wilful misconduct of the assigning party.
9. The rights and obligations of either party to this Agreement may be terminated upon six months' written notice delivered to the other party by prepaid registered mail addressed to the respective address of the party hereto. Any notice given pursuant to the provisions of this paragraph shall be deemed to have been received the day following its mailing at the post office.
10. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and in the year first above written.

THE CORPORATE SEAL OF THE FRASER VALLEY REGIONAL DISTRICT
was affixed hereto in the presence of:

Jason Lum, Chair, FVRD

Paul Gipps, CAO, FVRD

THE CORPORATE SEAL OF CITY OF CHILLIWACK
was affixed hereto in the presence of:

Sharon Gaetz, Mayor, City of Chilliwack

Peter Monteith, CAO, City of Chilliwack