THIS AGREEMENT, dated for reference December 05, 2024,

#### **BETWEEN:**

#### **REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN**

101 MARTIN ST

PENTICTON, BC V2A 5J9

(the "Regional District")

OF THE FIRST PART

#### AND:

# **OLIVER/OSOYOOS SEARCH AND RESCUE SOCIETY**

P.O. BOX 444 OLIVER, BC VOH 1TO

("Society")

#### PENTICTON AND DISTRICT EMERGENCY PROGRAM SOCIETY

251 DAWSON PENTICTON, BC V2A 3N4

("Society")

#### PRINCETON GROUND SEARCH AND RESCUE SOCIETY

P.O. BOX 1288 PRINCETON, BC V0X1W0

("Society")

(For this Agreement, the three named Societies will hereinafter be referred to collectively as the "Societies")

OF THE SECOND PART

#### **WHEREAS**

- A. Commencing in 2006, the Regional District has contributed funds to the Societies in accordance with the terms of a service agreement dated April 19, 2006 to offset the costs of operating Search and Rescue services in the Regional District's service area.
- B. The Regional District intends to continue to provide funding to the Societies identified on page 1, utilizing a standard and equitable rate agreed to by the Societies.
- C. The role of the Regional District's officials or staff in this Agreement is to provide a platform of financial support for the Societies.

## 1 CONSULTATION

- 1.1. The level of financial support each year will be based on the consultation and presentation from the Societies to the Regional District corporate board and/or staff regarding the Societies' past year's activities and requirements for the upcoming year. This consultation shall be conducted no later than SEPTEMBER 30<sup>th</sup>.
- 1.2. Each Society will provide a copy of their upcoming year's provisional operating budget to the Regional District no later than AUGUST 31st.
- 1.3. The Regional District will provide the Societies with a copy of the upcoming year's Regional District Financial Plan AFTER THE FIRST READING.
- 1.4. Each Society will provide a copy of their financial statements to the Regional District by FEBRUARY 28<sup>th</sup>.
- 1.5. Funding provided by the Regional District will be available for distribution to the Societies after APRIL 30<sup>th</sup> in accordance with Article 2.4.
- 1.6. To cater for unforeseen financial circumstances, a Society may request that a particular year's allocation formula be changed from the amount stipulated in Article 2.4 in accordance with the following procedure:
  - a. The Society shall provide written notice of such a request to the Parties no later than January 15<sup>th</sup> for that year's disbursement.
  - b. The Parties shall meet within sixty (60) days to consider such request.
  - c. Agreement by all Parties is required in order to change the allocation formula from that stipulated in Article 2.4.
  - d. The allocation formula will return to that stipulated in Article 2.4 for subsequent years' allocation, unless the process detailed in Article 1.6 is completed for a subsequent year.

#### **2 CONTRIBUTION**

- 2.1. Commencing in 2025, The Regional District will contribute an amount to the Societies in accordance with the terms of this Agreement to offset the Societies' costs of operating search and rescue services in the Regional District's service area.
- 2.2. The amount contributed shall be determined by the Regional District staff following consultations with the Societies and then recommended to the Regional Board for inclusion in the current year component of the Regional District Financial Plan.
- 2.3. The amount contributed by the Regional District under Section 2.1 is to be determined solely by the Regional District on an annual basis.
- 2.4. Normal disbursement of funds from the Regional District shall be allocated to each Society that meets the requirements stipulated in Articles 1.1 to 1.5 in an equal share of the total funding distributed by the Regional District.
- 2.5. The amount to be contributed under this agreement represents the total of the Regional District's annual disbursements to the Societies.
- 2.6. The Societies must use all monies provided by the Regional District for the purpose of operating Search and Rescue services in the service area, as described in the Societies' annual budget, other uses necessarily incidental to operating the Search and Rescue service, and for no other purpose.

## 3 Review of the Agreement

3.1. This Agreement shall be reviewed by the parties to this Agreement no later than September 30, 2025, and thereafter on a biennial basis.

above.	
The corporate seal of the REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN was affixed to this agreement in the presence of:	
CHAIR OF THE BOARD	
CHIEF ADMINISTRATIVE OFFICER	
SIGNED, SEALED AND DELIVERED in the presence of:	
Name	OLIVER/OSOYOOS SEARCH AND RESCUE SOCIETY
Address	PENTICTON AND DISTRICT EMERGENCY PROGRAM SOCIETY
Occupation	PRINCETON GROUND SEARCH AND RESCUE SOCIETY

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date written