CONSULTING SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 23rd day of July, 2026 is

BETWEEN:

DISTRICT OF METCHOSIN, 4450 Happy Valley Rd, Victoria, B.C. V9C 3Z3

(the "DISTRICT")

AND: KLAUS KREYE, CHARLIE RIVERS, GARY SMIRFITT and MORGAN YATES

ALSO COLLECTIVELY KNOWN AS THE **FIREHALL TECHNICAL TEAM**

(collectively, the "**Consultants**")

GIVEN THAT the proposed firehall upgrade / replacement project may potentially be the most complex and costly capital infrastructure project to be undertaken by the District since its incorporation, thus meriting input on scope, cost estimate and schedule optimization from the Consultants prior to the District's hiring of a Project Manager (PM) who will review and critique the Consultants' final report and oversee subsequent project implementation; and

GIVEN THAT the Consultants wish to perform the Services (as defined herein) as volunteers on a pro bono basis in accordance with the terms and conditions of this Agreement.

NOW THEREFORE

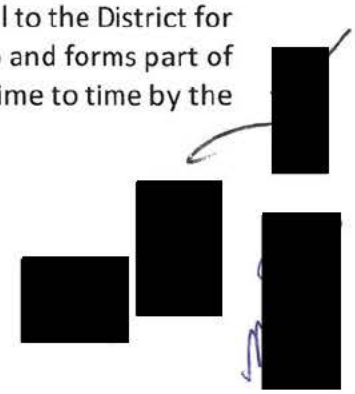
This Agreement is evidence that in consideration of the promises exchanged below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Consultants agree with each other as follows:

1. **Definitions** – In this Agreement:

   (a) "**Confidential Information**" means all non-public information and materials, in any form, disclosed or made available to the Consultants by or on behalf of the District in connection with this Agreement or the Services, that is identified as confidential or would reasonably be understood to be confidential;

   (b) "**District's Representative**" means the Chief Administrative Officer or such other person as the District may appoint in writing;

   (c) "**Proposal for Services**" means the Consultants' written proposal to the District for performance of the Services, a copy of which is attached hereto and forms part of this Agreement as Schedule "A" which may be amended from time to time by the written mutual agreement of the District and the Consultants;



(d) "**Professionals**" means, subject to section 5, any individual identified by name in the Proposal for Services and any individuals employed or otherwise engaged by the Consultants to perform the Services with the prior consent of the District; and

(e) "**Services**" means the acts, services and work described in the Proposal for Services and all acts, services and work necessary to achieve the objectives set out in the Proposal for Services.

2. **Services to be Performed by the Consultants**

(a) The Consultants will perform the Services in accordance with the Proposal for Services and this Agreement. If the terms of the Proposal for Services and the body of this Agreement conflict, the terms of the body of this Agreement shall prevail.

(b) The Consultants will supply and pay for all labour and materials necessary or advisable to provide the Services.

(c) The Consultants will comply with local, provincial, and federal laws and bylaws in connection with this Agreement and the delivery of the Services.

3. **Term** – The Term of this Agreement will commence on the date executed by all of the parties hereto and will continue for one year unless terminated in accordance with the terms hereof.

4. **Compensation**

(a) The Consultants will provide the Services as volunteers on a pro bono basis.

(b) The Consultants may claim reimbursement for expenses incurred in performing the Services subject to the District's prior written approval and the Consultants providing the District with reasonable proof of such expenses.

5. **Employment of Professionals** – Without affecting the Consultants' obligations under this Agreement, the Consultants must only engage the services of individuals who have the education, training, skill and experience necessary to perform the Services in accordance with section 6, and must cause them to perform the Services on behalf of the Consultants.

6. **Representations and Warranties of the Consultants** – The Consultants represent and warrant to the District that:

(a) the Consultants and the Professionals have the education, training, skill, experience and resources necessary to perform the Services; and

[redacted]

(b) the Consultants are and the Professionals are experienced in providing the Services to public clients and are familiar with the District's responsibilities and undertakings.

The Consultants acknowledges and agrees that the District has entered into this Agreement relying on the representations and warranties in this section.

7. **District's Representative** – The District appoints the District's Representative as the only person authorized by the District to communicate with the Consultants or to make determinations, decisions, and directions in respect of this Agreement. The Consultants agree that the District is not bound by any act, omission, communication, determination, decision, or direction of any person other than the District's Representative.

8. **Indemnity** – The Consultants agree to indemnify, defend and hold harmless the District, its elected officials and appointed officials, employees, agents, servants, trustees, and representatives from any liability, loss or damage which the District may suffer as a result of any claims, demands, costs, actions, causes of action, or judgments, including legal fees, asserted against or incurred by the District arising out of a breach of this Agreement by or the gross negligence or willful misconduct of one or more of the Consultants, except to the extent such liability, loss, or damage is covered by the District's Municipal Insurance Association (MIA) of British Columbia liability insurance policy. This indemnity will survive the expiry or termination of this Agreement.

9. **Insurance** – The Consultants agrees to perform the Services described in Schedule "A" under the direction and supervision of the District's Representative. The District will make commercially reasonable efforts to ensure that, while performing those Services in that capacity, the Consultants shall be covered under the District's liability insurance policy with the Municipal Insurance Association (MIA) of British Columbia, subject to the terms, conditions, exclusions, and limitations of that policy.

10. **Confidentiality** – The Consultants must use Confidential Information only to perform the Services, must protect it using reasonable care, and must not disclose it to any person except with the District's prior written consent or as required by law.

11. **Termination** – Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' prior written notice of termination. Termination under this section does not affect any rights, obligations, or liabilities that accrued before the effective date of termination.

12. **Records** – The Consultants:

(a) must keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which must at all reasonable times be open to audit and inspection by the District, which may make copies and take extracts from the accounts and records;

[redacted]

(b) must afford facilities and access to accounts and records for audit and inspection by the District and must furnish the District with such information as the District may from time to time require regarding those documents; and

(c) must preserve, and keep available for audit and inspection, all records described in section 12(a) through (b) for at least two years after completion of the Services or termination of this Agreement, whichever applies.

13. **Delivery of Records** – If the District terminates all or part of the Services under this Agreement, the Consultants must immediately deliver to the District, without request, all documents related to the Services in the Consultants possession or under its control.

14. **Ownership of Intellectual Property** – The District shall have the exclusive rights to any intellectual property created by the Consultants as a consequence of performing the Services to the extent payment for the same has been made by the District, irrespective of any copyright notices to the contrary which may have been placed in or on such intellectual property by the Consultants. The Consultants may keep a copy of such intellectual property but may not use, modify, or distribute the same. Any pre-existing intellectual property owned by the Consultants that is utilized in the performance of Services shall remain the property of the Consultants.

15. **Agreement for Services** – This is an Agreement for the performance of services on a volunteer basis and none of the Consultants nor any of their employees or contractors are engaged by the District as an agent or employee of the District.

16. **Change to Scope of Services** – The District may vary at any time the scope of the Services to be provided by the Consultants.

17. **Non-Compliance**. If any of the Consultants fail to observe, perform, or comply with any provision of this Agreement, then the District may, at its sole discretion:

(a) allow the Consultants to continue to provide the Services with a time limit for compliance, rectification or both; or

(b) suspend all or part of the Services and give the Consultants a time limit for compliance, rectification, or both.

18. ***Freedom of Information and Protection of Privacy Act*** – The District advises the Consultants that parts, or all, of this Agreement and documents legally connected to this Agreement may be subject to the provisions of British Columbia's *Freedom of Information and Protection of Privacy Act* (*FOIPPA*) and the *Community Charter*.

19. **Conflict of Interest** – The Consultants must not perform, for gain, any services for any person other than the District, or have an interest in any contract other than this Agreement, if the District determines, acting reasonably, that performance of the services, or the Consultants' interest in the contract, creates a conflict of interest between

[redacted]

the obligations of the Consultants to the District under this Agreement and the obligations of the Consultants to the other person or between the obligations of the Consultants to the District under this Agreement and the Consultants' pecuniary interest.

20. **Assignment** – No part of this Agreement may be assigned or subcontracted by the Consultants without the prior written consent of the District, and any assignment or subcontract made without that consent constitutes a breach by the Consultants of this Agreement. The Consultants agrees that, among other things, the District may refuse its consent if the District, in its sole discretion, determines that the proposed assignee or subcontractor has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the Consultants from any obligation already incurred or accrued under this Agreement or impose any liability upon the District.

21. **Time of the Essence** – Time is of the essence of this Agreement.

22. **Alternative Rights and Remedies** – Exercise by a party to this Agreement of any right or remedy of that party, whether granted in or under this Agreement or at law or equity, does not limit or affect any other right or remedy of any kind, whatever its source, that the party may have against the other party and does not affect the right of the party exercising the right or remedy to exercise other rights or remedies against the other party.

23. **Severance** – If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

24. **Notice** – Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax or e-mail, addressed as follows:

    (a) To the District:

    District of Metchosin
    Fax Number: (250) 474-6298
    E-mail Address: info@metchosin.ca
    Attention: Bob Payette

    (b) To the Consultants:

    Firehall Technical Team
    E-mail Address: [redacted]
    Attention: Klaus Kreye;
    Copy to: Secretary at [redacted]

    or to such other address, e-mail address or fax number of which notice has been given as provided in this section.

[redacted]

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax or e-mail is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

25. **Interpretation** – In this Agreement

    (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

    (b) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;

    (c) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;

    (d) reference to any enactment is a reference to that enactment as amended, unless otherwise expressly provided;

    (e) reference to a month is a reference to a calendar month; and

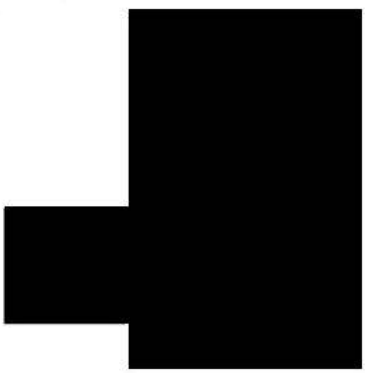
    (f) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

26. **Joint and Several**. Each of the Consultants will be jointly and severally liable to the District for the fulfillment of the obligations of the Consultants under this Agreement.

27. **Binding on Successors** – This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

28. **Entire Agreement** – This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

29. **Waiver** – Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.



As evidence of the agreement of the parties to be bound by the above terms and conditions of this Agreement, the parties have executed this Agreement below, on the respective dates written below.

DISTRICT OF METCHOSIN by its authorized signatory:

Bob Payette,
Chief Administrative Officer

CONSULTANTS:

[redacted]
Klaus Kreye, individually

[redacted]
Charlie Rivers, individually

[redacted]
Gary Smirfitt, individually

[redacted]
Morgan Yates, individually

Schedule "A"

Background:

The aging Metchosin Firehall requires substantial upgrades, almost certainly including a complete replacement of its Administration building and upgrades to the newer Apparatus Bay. It is reasonable to project that the ultimate upgrade project may be the largest capital expenditure ever undertaken by the District of Metchosin.

In recent months, the work of the Firehall Steering Committee (and related work by CAO) has slowed, while awaiting the outcome of a UBCM grant application which is tied to a very specific project design option and corresponding cost estimate.

On March 23, 2026, Mayor and Council requested the CAO to advise on the best approach to conduct a community needs assessment, scenario planning and options analysis for the firehall project. On May 6, 2026, Klaus Kreye, Team Lead for the proposed firehall Technical Team described below, sent a proposal dated May 5, 2026 to Mayor and Council and CAO, responding to the goals of Council's March 23 request.

At its May 25, 2026 meeting the District of Metchosin Council adopted the following resolution:
RES 160-2026
THAT Council direct the CAO to engage with the proposed volunteer firehall Technical Team; AND
THAT Council direct the CAO to report back to Council with recommendations on a qualified firm to conduct a fire service needs analysis that will inform decisions about the future of the Fire Hall, as soon as possible.

Following this resolution of Council, the CAO and Technical Team have met twice and have jointly refined the May 5 Proposal for Services, as summarized below.

Proposal for Services

Overview

We are a group of retired professional engineers from a variety of disciplines who can together act in the capacity of 'owner's engineer' for The Project. We would work together, *from the outset*, with a soon-to-be retired, senior career firefighter (currently, captain for a much larger community with 24-hour high volume call outs) who can act as a highly qualified yet impartial subject matter expert on fire service needs.

As such, we volunteer our services to the District to conduct a community needs assessment and an analysis of scenarios and options, including financial considerations.

Each of us are Metchosin residents and residential taxpayers but none have been nor will be employees or contractors with the District. All members of this proposed technical team are

[redacted]

willing to work on a pro bono basis, within a defined scope, out of a shared desire to contribute to the well-being of the Metchosin community.

Proposed Team Composition:

Klaus Kreye	Retired P. Eng. and Project Manager - **Team Lead**	39 years' experience
Charlie Rivers	Fire Fighter & Capt. Suppression Division	24 years' experience
Gary Smirfitt	Retired P.Eng. / Municipal Roles	40 years' experience
Morgan Yates	Retired P. Eng. and Project Manager	30 years' experience

Cumulatively, this team offers over a century of professional engineering and project management experience as well as almost a quarter century of fire-fighting experience in the region

Proposed Work Scope of Technical Team:

Working in a **technical advisory capacity to CAO** (and via CAO, to Council) and in a peer review capacity with other parties who may bring professional engineering, project management and fire department management skills, the technical team will focus on completing:

1. a review of project-related materials compiled to date (and identification of key gaps)
2. an updated and objective **community fire services needs assessment,** including but not limited to functional and spatial analysis of fire services work areas and work flow.
3. an evaluation of other recent projects in the region serving similar populations with similar needs (i.e. assess the project scope, incurred costs, included and excluded items in reported final cost; construction timelines and completion dates; contractor performance outcomes, for similar projects within the region)
4. an evaluation of cost escalation / inflation factors that would enable regional projects completed in prior years to be more accurately compared to a future Metchosin project that has not yet been approved
5. an estimated project budget, with a defined uncertainty range, *that is informed by steps 2. and 3. above*
6. an **analysis** of specific design and approach **options (scenarios)** with defined pros and cons, that could be realized within the estimated project budget and uncertainty range of step 5. above
7. a summary of regional service providers (architects, engineers, project managers, contractors, etc.) whose track records in recent projects appear to be favourable (and would thus merit inclusion in subsequent process steps that may be taken by CAO)
8. Following Council's identification of the preferred option i.e. arising from step 6. above, a "**roadmap**" (estimated project timeline with milestones) would be developed, for implementation of the preferred option.

Please Note:

- The inclusion of Charlie Rivers as an integral member of the Technical Team will ensure that important operational and technical considerations and perspectives, including experience in emergency response operations, fire hall design and construction, temporary service

[redacted]

deployment, and satellite hall planning are incorporated *from the outset*, in each of the above steps.

- Reasonable efforts will be made to advance this work such that *preliminary* findings and recommendations could be shared with Council around the time that the outcome of the UBCM grant application is communicated.
- Council has previously approved a budget of $1.25 M for *preparatory work* that will position the District to select and ultimately implement a firehall upgrade project with well-defined scope, cost estimate and schedule. The technical team has assessed that this approved budget is well more than sufficient to meet corresponding goals. Based on industry norms, the technical team has estimated that required expenditures on corresponding 3rd party services will be in the order of $250,000.
- Technical Team members have offered their services on a pro bono basis. Modest expenses that may be incurred in providing services will be pre-approved with CAO and documented, for subsequent reimbursement.

Integration with District Governance & Administrative Framework

The technical team is meant to *constructively augment*, rather than to supplant, existing project administrative, advisory and governance roles. The work of the technical team is meant to support optimized decision-making by those with decision-making authority and to provide an increased level of confidence in project planning and budgeting, for local taxpayers.

Communication

It is proposed that CAO be provided with monthly progress reports by the Technical Team. These monthly progress reports may, in turn, be shared by the CAO with Council and the Fire Chief.

It is recommended that monthly progress reports be uploaded to the District website, thus making them available to the public.

A comprehensive final report by the Technical Team would be generated as soon as practical following the completion of the key technical teamwork steps summarized above. It is recommended that a copy of the comprehensive final report of the technical team would be made available to the public as soon as possible i.e. to ensure transparency and to support the objective of unifying public support.

Summary notes will be generated for all meetings involving CAO and the technical team. Once finalized, the CAO may share these summary notes at his discretion, with senior staff.
Where material decisions may be made by the CAO and technical team, these will be supported with a decision record. These meeting summary notes and decision records are not intended to be shared with the public.