

**THIS AGREEMENT** dated for reference the                      day of                      , 2018.

**BETWEEN:**

**COLUMBIA SHUSWAP REGIONAL DISTRICT**, a Regional District pursuant to the *Local Government Act*, RSBC 1996, Chapter 323 with a place of business at 555 Harbourfront Drive N.E., Salmon Arm, B.C. V1E 3M1.

(the “CSRD”)

OF THE FIRST PART

**AND:**

**CITY OF REVELSTOKE**, a Municipality incorporated pursuant to Letters Patent issued pursuant to the laws of the Province of British Columbia, and having a place of business at 216 Mackenzie Ave, Revelstoke, BC V0E 2S0

(the “City”)

OF THE SECOND PART

**WHEREAS:**

- A. CSRD Bylaw No. 90 and amendments thereto, established the Fire Protection Service Area within Electoral Area B to provide Fire Protection Services on a contract basis within the Service Area as defined herein;;
- B. The CSRD is authorized to make agreements respecting the undertaking, provision and operation of local government services;
- C. The City is authorized to enter into agreements for the furnishing of Fire Protection Services outside of the municipality, and the City has adopted Bylaw No. XXXX which authorizes entering into a fire protection service agreement with the CSRD;
- D. The consent of the CSRD is required to provide Fire Protection Services within the Service Area and this Agreement shall be deemed to be consent of the CSRD to provide such service;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the money hereinafter agreed to be paid by the CSRD to the City, the parties hereto agree as follows:

**1. DEFINITIONS**

In this Agreement the following expressions will have the meanings herein assigned to them.

- 1.1 **Fire Department** means Revelstoke Fire Rescue Services operated by the City of Revelstoke.
- 1.2 **Fire Protection Services** means fire protection and associated services including:
  - a) Fire Suppression;
  - b) Highway and Road Rescue;
  - c) Medical First Responder;
  - d) Fire Investigations;
  - e) Fire Inspection Services;

and such other services as may be agreed to between the Parties.

- 1.3 **Service Area** means those areas within outlined in red and on Schedule “A” attached to and forming part of this Agreement.

Notwithstanding the foregoing, nothing in this agreement shall require or obligate the City or its Fire Department to provide fire suppression services to any forested or grassland area in the CSRD, excepting in those certain areas known as the “BC Hydro Draw Down Lands”.

## **2. SERVICES AND AREA**

- 2.1 The City agrees to provide Fire Protection Services within the Service Area PROVIDED THAT:
- a) the level of fire suppression service shall be pursuant to the City's declared level of service in accordance with the standards as may be set from time to time by the Office of the Fire Commissioner; and
  - b) in the event that the City no longer provides Medical First Responder service within the boundaries of the City, the City shall not be obligated to provide Medical First Responder services in the Service Area.
- 2.2 The Service Area and level of Fire Protection Services may only be expanded or altered by further agreement of the parties.

## **3. TERM OF AGREEMENT**

- 3.1 The term of this Agreement shall commence on the 1<sup>st</sup> day of September, 2018, shall be fully ended and complete on the 31<sup>st</sup> day of August, 2028, unless extended pursuant to the provisions of this Agreement.
- 3.2 The parties acknowledge and agree that subsequent to September 1<sup>st</sup>, 2025, they shall enter into negotiations to either renew this Agreement, or enter into a new Agreement, with respect to the provision of Fire Protection Services within the Service Area to be effective on the expiration of the Term of this Agreement. In the event that the parties do not enter into an agreement to renew this Agreement, or a new Agreement, to be effective on the expiration of the Term of this Agreement by August 31<sup>st</sup>, 2026, then in such an event, the parties acknowledge and agree that this Agreement shall terminate on the 31<sup>st</sup> day of August, 2028. The parties expressly acknowledge and agree that upon termination of this Agreement, or any renewal thereof, the City shall have no obligation or duty, either pursuant to the common law or otherwise, to provide Fire Protection Services in the Service Area, nor shall the CSRD assert any such duty or obligation.

## **4. FIRE PROTECTION SERVICES**

- 4.1 The City shall provide Fire Protection Services within the Service Area on a 24-hour basis using such equipment from such location as the City shall deem appropriate provided by career, paid on call or volunteer firefighters, as determined by the City Fire Chief or Officer or Incident Commander, as defined by the City of Revelstoke Bylaw No. 1722.
- 4.2 The number of firefighters and type of apparatus and equipment deemed necessary to provide adequate Fire Protection Services to be dispatched for any particular incident shall be at the sole discretion of the City Fire Chief or Officer or Incident Commander.
- 4.3 If the City Fire Department is attending a fire within the Service Area or in the City and another emergency arises in the City or in the Service Area which requires more urgent resources of the Fire Department, it will be at the sole discretion of the City Fire Chief or Officer or Incident Commander to remain at the fire or to abandon fighting the fire and attend the more urgent emergency. The City shall not be held liable in any manner whatsoever in the event that the City Fire Chief or Officer or Incident Commander decides to abandon fighting any fire within the Service Area to attend another emergency.
- 4.4 Fire Protection Services provided by the City will be dependent on the operating condition and spacing of fire hydrants and or the water available at the site of the fire, including through the use of water tenders. Neither the City nor its Fire Department shall be responsible for testing and maintenance of the water systems servicing the Service Area, except where the City operates the water system. Under no circumstances shall the City or its Fire Department be liable in any manner whatsoever with regard to the availability, or lack thereof, of sufficient water to fight any fire.
- 4.5 Where hydrants are available, and operated by a third party, the CSRD shall be responsible for providing the City with annual records of fire hydrant flushing, maintenance, and flow testing in accordance with S. 6.6.4 of the British Columbia Fire Code.

**5. ACCESSIBILITY**

- 5.1 The City Fire Department may not respond to areas where access routes do not provide:
- (a) a minimum of 6 meters width, clear of any obstruction, sufficient curves and corners, sufficiently cleared of snow, to enable safe passage of emergency response vehicles;
  - (b) overhead clearances of not less than 6 meters;
  - (c) a road gradient of less than 1 in 12.5, except for short distances not to exceed 15 metres;
  - (d) access routes with sufficient load bearing capacity to support firefighting equipment, including bridges, culverts and other structures; or
  - (e) turn-around facilities for any dead-end portion of the access route more than 90 meters.

**6. LIABILITY**

- 6.1 Neither the City nor its Fire Department will incur any liability for damage to property or buildings arising from its action, or inaction, to suppress or reduce the spread of fire.

**7. LEVEL OF SERVICE**

- 7.1 The City shall provide a level of Fire Protection Service to the Service Area as set out in Articles 4 and 5, except as limited by the availability of fire hydrants and as set out in 2.1 of this agreement.

**8. EQUIPMENT**

- 8.1 The CSRD and the City acknowledge and agree that nothing in this Agreement shall obligate the City, either expressly or by implication, to make any expenditures of a capital nature pursuant to the terms of this Agreement,
- 8.2 The City shall acquire a 3000 gallon water tender and related equipment, or equivalent, necessary to provide the Fire Protection Service in the Service Area. The CSRD shall pay the cost of such water tender to the City, or the supplier of the water tender, as the case may be, upon being notified of the cost of the water tender, to a maximum of \$250,000.00 (CDN), inclusive of all taxes, delivery costs or any other charges.
- 8.3 The City shall acquire a Utility Task Vehicle (UTV) or Rough Terrain Vehicle (RTV) with fire suppression skid and equipment to enable the City to provide fire suppression services in the area known as the “BC Hydro draw down zone”, and other similar areas. The CSRD shall pay to the City the cost of the UTV or RTV to a maximum of \$50,000.00, upon presentation of an invoice for same by the City.
- 8.4 Upon expiration of the Term of this Agreement, or any renewal thereof, the water tender and the UTV or RTV shall be the property of the CSRD, and the City shall deliver possession of the water tender and the UTV or RTV to the CSRD.

**9. PAYMENT FOR SERVICES**

- 9.1 For the purpose of this Agreement, “converted value of land and improvements” means the respective jurisdiction’s immediate preceding year’s class factors applied to current year preliminary 100% assessments, i.e., the City uses their class multiples and the CSRD uses provincial class multiples.
- 9.2 The CSRD covenants to pay the City for the services, a sum calculated as the CSRD’s proportionate share of operating and capital expenses according to the following formula, but not to exceed \$1.35 per \$1,000 on 100% assessment in the Service Area:

$$d = c \times \frac{a \times 1.100}{a + b}$$

where “a” is the hospital converted value of land and improvements for properties in the Service Area;

where “b” is the general converted value of land and improvements for the City;

where “c” is the City’s current year’s provisional budget operating and capital expenses for the Fire Protection Services, plus over/under adjustments for the immediately preceding year based on the:

- (a) actual audited costs for the Fire Protection Services;
- (b) revised assessment roll;
- (c) actual Municipal and Provincial class multiples.

For the purposes of this clause, “capital expenses” shall mean:

- (a) the annual contribution to an equipment reserve fund;
- (b) actual expenditures for other firefighting equipment;
- (c) actual expenditures for fire hall equipment;
- (d) repairs and upgrades to fire halls.

where “d” is the calculated proportionate share of expenditures for the Service Area.

- 9.3 No later than February 1 of each year, for the term of this Agreement, the CSRD shall provide the City with assessment totals, separated by assessment class, of all properties situated within the Service Area. The aforementioned totals shall be extracted from the preceding year’s revised assessment roll as at March 31 and the current year’s completed assessment roll.
- 9.4 No later than March 1 of each year, for the term of this Agreement, the City shall invoice the CSRD for the Fire Protection Services. This shall be the amount calculated as “d” in Section 9.2 of this Agreement. . The CSRD shall pay said invoice by August 1 in each year, for the term of this Agreement PROVIDED THAT for the years 2019 to 2023, the invoice shall be reduced by the sum of \$15,000.00. per annum.
- 9.5 In addition to the foregoing payments, and Articles 9.2 and 9.3 of this Agreement, the CSRD shall pay the following amounts to the City within 30 days of being presented with an invoice for such:
  - a. The fees that may be specified by City Bylaw No. 2008, as amended, from time to time for responding to false alarms, PROVIDED THAT the City has invoiced the owner of any such property for such fees, and such fees remain unpaid on December 31 of any year during the Term;
  - b. the costs of repairing or replacing any City equipment damaged, less any insurance monies received in relation to such loss, when responding to a fire in the Service Area, when such damage is not the result of any act or omission of the City or its personnel.
- 9.5 The payment for services as set forth in this Agreement shall be in addition to, and not included within, or in substitution of, any other payments made by the CSRD to the City for services supplied or made available to residents of the CSRD by the City.
- 9.6 The annual budget for Revelstoke Fire Rescue Services will be referred to the CSRD for review and comment prior to its adoption by the Mayor and Council in each year of the term of this agreement. Notwithstanding such review and comment, the Mayor and Council shall not be bound by any such review or comment by the CSRD. The draft budget shall also be delivered to the CSRD each year by December 15<sup>th</sup> for review with CSRD, and each year, on or before June 30<sup>th</sup>, the City shall provide to the CSRD an annual report on call outs, false alarms, inspections and investigations for the prior year.

## 10. MAPPING

- 10.1 The CSRD shall be responsible for providing mapping and indexing to show locations of homes and roads within the Service Area and receiving Fire Protection Services and it shall be the CSRD’s responsibility to ensure accuracy and provide updates as new developments occur.
- 10.2 The CSRD shall require that all residential and commercial properties in the Service Area adequately display address numbers that are clearly visible from any fronting road, on a year round basis.

11 INDEMNITY AND INSURANCE

- 11.1 The City will maintain all risk insurance on its major fire equipment.
- 11.2 The City shall ensure that its liability insurance coverage extends to its activities in the Service Area and that the CSRD is included as additional insured.
- 11.3 The City's costs of insurance required under this Agreement shall form part of the City's Fire Protection Services costs.
- 11.4 Both Parties will maintain liability insurance with the Municipal Insurance Association of British Columbia (MIABC). In the event that either Party's policy with MIABC is terminated, the other party may terminate this Agreement, subject to the terms of Section 12. Each Party shall promptly give notice to the other of any termination of their insurance coverage with MIABC.

12. AMENDMENT

- 12.1 This Agreement may be amended at the mutual consent of both parties.

13. DISPUTE RESOLUTION

- 13.1 The parties will endeavor to resolve any disputes by negotiations, excepting any dispute with respect to renewal of this Agreement, or entering into a new Agreement, pursuant to Article 3.2,; however, if a dispute is not resolved by negotiation within 14 days of commencing negotiations, the City and the CSRD will forthwith submit the dispute to a mediator who is acceptable to both parties and whose expenses will be shared equally by them. If they cannot agree on a mediator, a mediator will be appointed by the British Columbia International Arbitration Centre.
- 13.2 If mediation pursuant to paragraph 13.1 does not result in a resolution of the dispute within 10 days of the commencement of mediation, the parties will forthwith submit the dispute to arbitration by a single arbitrator who is acceptable to both parties and whose expenses will be shared equally by them. If they cannot agree on an arbitrator, an arbitrator will be appointed by the British Columbia International Arbitration Centre. The determination of the arbitrator will be conclusive and binding on the parties. The Commercial Arbitration Act of British Columbia or successor legislation will apply to the arbitration

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Schedule “A” to CSRD Area B Rural Fire Protection Services Agreement

