

THIS AGREEMENT dated for reference the _____ day of _____, 2017.

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 (the "Service Area"), the Service Area being more particularly set out in Schedule "A" hereto;
- 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. 2212 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

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

1.3 **Service Area** means those areas within 60 metres of roads 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.

2. SERVICES AND AREA

- 2.1 The City agrees to provide Fire Protection Services within the Service Area PROVIDED THAT the level of fire suppression service shall not include or require City firefighting or rescue personnel to enter any building or structure within the Service Area.
- 2.2 The Service Area and level of fire suppression 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 upon 1st day of January, 2018, and this Agreement shall be fully ended and complete, except as set forth herein, on the 31st day of December, 2018, Provided That in the event that the CSRD complies with Article 8.2 and 8.3 herein, the term of this Agreement shall be extended to the 31st day of December, 2022, and shall be fully ended and complete on that date

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 and another emergency arises 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. 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 excepting as set out in 2.1 of this agreement.

8. EQUIPMENT

- 8.1 In providing the Fire Protection Services under this Agreement, the City covenants to provide and maintain, at their cost, all equipment deemed necessary by the City.
- 8.2 The CSRD shall acquire a 3000 gallon water tender that is deemed acceptable by the Fire Department, necessary to provide Fire Protection Services to the portions of the Service Area not serviced by fire hydrants. The City shall be responsible for any insurance, repairs and on-going maintenance of the 3000 gallon water tender. Evidence of acquisition of the 3000 gallon water tender by the CSRD shall be provided to the City on or before June 30th, 2018, and the 3000 gallon water tender delivered to the City prior to December 31st, 2018.
- 8.3 The CSRD shall acquire a Utility Task Vehicle (UTV) or Rough Terrain Vehicle (RTV) with fire suppression skid and equipment, that is deemed acceptable by the Fire Department that enables the City to provide fire suppression services in the area known as the "BC Hydro draw down zone", and other similar areas. The City shall be responsible for any insurance, repairs and maintenance of the UTV or RTV and related fire suppression equipment. Delivery of the UTV or RTV and related fire suppression equipment shall be made on or before April 1, 2018. Until delivery of such UTV or RTV, with fire suppression skid and equipment, the City shall have no obligation to provide fire suppression services to the BC Hydro draw down zone.

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. In the event that the CSRD has provided evidence of the acquisition of the water tender pursuant to Article 8.2 and the UTV has been provided to the City pursuant to Article 8.3, then in such an event, the invoice provided by the City to the CSRD shall be reduced by the sum of \$15,000.00 during the first year of the term of this agreement, and provided that the water tender is provided to the City by December 31, 2018, in each subsequent year of the term of this agreement, being a contribution by the City to the capital acquisition costs of the water tender and UTV. The CSRD shall pay said invoice by August 1 in each year, for the term of this Agreement
- 9.5 In addition to the foregoing payments, and Articles 9.2 and 9.3 of this Agreement, the CSRD shall pay to the City, within 30 days of being presented with an invoice:
 - a. The fees that may be specified by City Bylaw No. 2008 from time to time for responding to false alarms;
 - b. the costs of repairing or replacing any City equipment damaged 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.
- 9.6 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.

10. MAPPING

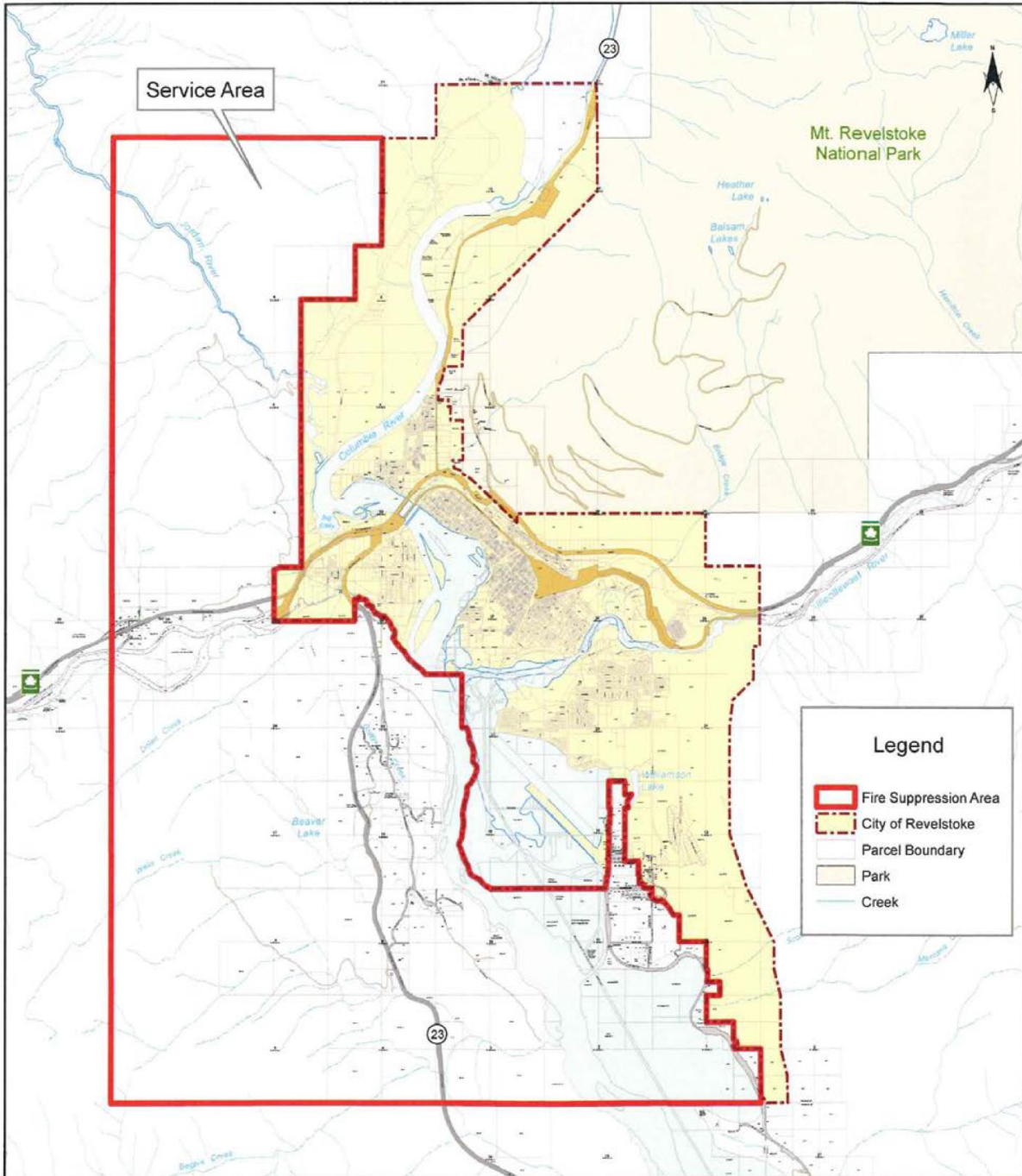
- 10.1 The CSRD shall be responsible for providing mapping and indexing to show locations of homes and roads within the Service Area and receiving Fire Protection Services and it shall be the CSRD’s responsibility to ensure accuracy and provide updates as new developments occur.
- 10.2 The CSRD shall 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 13. Each Party shall promptly give notice to the other of any termination of their insurance coverage with MIABC.

12. TERMINATION AND AMENDMENT

Schedule "A" to CSRD Area B Rural Fire Protection Services Agreement



Rural Revelstoke Fire Suppression Service Area

Scale: 1:75,000



Date: November 21, 2017



555 Harbourfront Dr NE
Salmon Arm, BC V1E 4P1