

## Brent Road Fire Protection Agreement



This Agreement made the 1<sup>st</sup> day of October 2018.

BETWEEN:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN** a  
Regional District created pursuant to the provisions of  
the Local Government Act, having its office at  
1450 KLO Road, Kelowna, British Columbia, V1W 3Z4  
(the "Regional District");

(OF THE FIRST PART)

AND:

**CORPORATION OF THE DISTRICT OF PEACHLAND**,  
a municipality created pursuant to the provisions of the Local  
Government Act, having its office at 5806 Beach Avenue,  
Peachland, British Columbia, VOH 1X7  
(the "District of Peachland")

(OF THE SECOND PART)

WHEREAS the Regional District received a valid petition in 2004 from the Brent Road area property owners requesting Fire Protection Service and the Regional District requested that the District of Peachland expand their fire protection service boundary to include the Brent Road Area;

AND WHEREAS the District of Peachland has agreed to provide this service to the Brent Road area for the same costs that would apply to parcels within the District of Peachland;

AND WHEREAS the agreement may be modified or extended as agreed to from time to time;

NOW THEREFORE the parties agree to renew the agreement for a five (5) year period.

### 1. Service Area

- a) For the purposes of this Agreement, the "Service Area" shall mean the specified portions of the Westside Electoral Area contained within the area outlined in bold on Schedule "A" attached to this Agreement.
- b) The Regional District shall identify the Service Area with appropriate signs on Highway 97. Residents within the Service Area will be encouraged to post green reflective emergency house number signs in a conspicuous location near their driveways.

## **2. Services**

The District of Peachland will provide fire protection services to the Service Area as identified in Section 1, in accordance with the same standards provided to properties within the District of Peachland boundary, taking distance, signage and access into consideration, including but not limited to:

- a) Fire suppression and prevention;
- b) Rescue;
- c) Medical first response; and
- d) Disaster planning

(collectively known as the "Services").

## **3. Water Supply**

- a) The Regional District shall install, maintain and insure 20,000 IG water reservoir and a TC-C71S hydrant or equivalent, complete with isolation valve, at a location suitable to the Peachland Fire and Rescue Service.
- b) Water access shall be provided by the above draughting hydrant, connected to the 20,000 IG water tank, which will not deliver water under pressure as a hydrant connected to the District of Peachland's water main.
- c) The Regional District shall be responsible for the initial filling of these tanks, for replacing any water lost in the event of a leak, and for keeping them full after emergency use upon notice from the Peachland Fire and Rescue Service.
- d) The Peachland Fire and Rescue Service shall be responsible for replacing any water used for practices and training.
- e) The Regional District of Central Okanagan shall provide annual service and maintenance on the hydrants.

## **4. Apparatus and Firefighters**

- a) The District of Peachland shall not be liable for any damages in the event of a mechanical breakdown or malfunction of the Apparatus or in the event of a bridge or road closure or natural disaster which delays or completely prevents the District of Peachland's response to a request from the Regional District for assistance under this Agreement.
- b) The District of Peachland's Fire Chief reserves the right to distribute equipment throughout the Fire Protection Areas as he deems necessary.
- c) The Regional District shall be responsible for any costs for equipment and firefighters above and beyond those available from the Peachland Fire and Rescue Service.

## **5. Fire Services Act and District of Peachland Fire Regulations**

- a) The *Fire Services Act* shall apply to this Agreement. Peachland Local Assistants to the Fire Commissioner shall be authorities having jurisdiction.

b) Portions of the current Fire and Life Safety Bylaw of the District of Peachland shall apply to the Service Area of this Agreement, in particular with respect to:

- i) Open Burning regulations
- ii) Open Fire Permits
- iii) Campfire Permits
- iv) Inspections
- v) Interface hazards
- vi) Investigations

## **6. Payment**

For providing the Services hereunder, the Regional District shall pay the District of Peachland, on August 1 in each calendar year, a fee equal to the following sum:

- a) an amount equal to the annual levy amount charged by the District of Peachland to property owners within the District of Peachland boundaries for fire protection services, for each \$1,000.00 of assessed value of land and improvements located on such properties (the "Levy"), provided the Levy shall not exceed \$0.80 per \$1,000.00 of assessed value;
- b) the Levy shall be multiplied by the total assessed value of lands and improvements for all properties within the Service Area.

## **7. Term**

This Agreement shall be for a five-year term for the period October 1, 2018 to December 31, 2023.

This agreement may be modified and extended as agreed upon between both parties, from time to time.

## **8. Indemnity**

The District of Peachland shall indemnify the Regional District, its elected officials, officers, employees and agents (collectively known as the "Releasees") and save them harmless from all losses, claims, damages, liability, and expenses in connection with loss of life, bodily injury, personal injury, damage to property, or any other loss or injury of any nature whatsoever, arising out of the District of Peachland's delivery or failure to deliver the Services. The provisions of this Paragraph shall survive the expiration or earlier determination of this Agreement.

## **9. Insurance**

- a) The District of Peachland shall take out and maintain, during the term of this Agreement, the following insurance at its sole cost:
  - i) Comprehensive General Liability Insurance, with inclusive limits of at least \$5,000,000, and shall include the following extensions of coverages:
    - occurrence property damage;
    - personal injury;

- independent contractors;
- employees as insured;
- blanket contractual;
- contingent employers;
- broad form property damage; and
- non-owned automobile;

Such policy shall name the Regional District as an additional insured and shall contain a cross liability clause.

- ii) Automobile liability insurance on an owners form covering all licensed vehicles owned, leased, or operated by the District of Peachland with inclusive limits of at least \$2,000,000; and
- b) All policies referred to in this Section 9 shall:
- i) be taken out with Insurers acceptable to the Regional District;
  - ii) be in a form acceptable to the Regional District;
  - iii) be non-contributing and apply as primary and not as excess to any other insurance available to the Regional District; and
  - iv) contain an undertaking by the insurers to notify the Regional District by registered mail not less than thirty (30) days prior to any material change, cancellation, or termination of coverage.
- c) Certificate of Insurance, or, at the Regional District's option, certified copies of the policies shall be delivered to the Regional District forthwith upon request. If the District of Peachland fails to take out or to keep in force any insurance referred to in this section, or should such insurance not be approved by the Regional District, and should the District of Peachland not commence to diligently rectify the situation within 48 hours after being notified in writing of the deficiency in coverage or reason for non-approval, the Regional District has the right, without assuming any responsibility in connection therewith, to place such insurance at the sole cost of the District of Peachland, and all outlays by the Regional District shall be paid by the District of Peachland to the Regional District without prejudice to any other rights or remedies of the Regional District.


## **10. Termination**

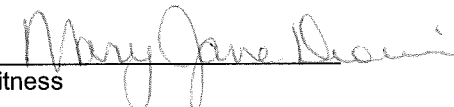
This Agreement may be terminated by either party upon giving six (6) months written notice, delivered to the office of the Regional District Chief Administrative Officer or the Administrator of the Corporation of the District of Peachland, whichever is applicable. In the event that the Agreement is terminated so that the Regional District has paid the District of Peachland for the Services for an entire year period, there shall be a pro-ration of the payment up to the effective date of termination of this Agreement, and a reimbursement by the District of Peachland to the Regional District of such excess monies.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

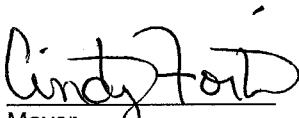
The Corporate Seal of the  
Regional District of Central  
Okanagan was hereunto affixed  
on the 27<sup>th</sup> day of September 2018  
in the presence of:

  
\_\_\_\_\_  
Chairperson


  
\_\_\_\_\_  
Director of Corporate Services

  
\_\_\_\_\_  
Witness

The Corporate Seal of the Corporation  
of the District of Peachland was hereunto  
affixed on the 17 day of *October*, 2018  
in the presence of

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Corporate Officer

  
\_\_\_\_\_  
Witness

