

## TECHNICAL RESCUE SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 1<sup>st</sup> day of April 2025 is

BETWEEN:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN,**  
1450 KLO Road,  
Kelowna, BC, V1W 3Z4

("Regional District")

AND:

**CITY OF WEST KELOWNA,**  
3731 Old Okanagan Highway,  
West Kelowna, BC, V4T 0G7

("West Kelowna")

WHEREAS:

- A. Pursuant to its Letters Patent, as amended on March 31, 1989, the Regional District provides a regional rescue service which includes search and rescue, attending hazardous chemical spills and vehicle accidents and assigning the Provincial Emergencies Program (the "Regional Rescue Service");
- B. The Regional District provides the Regional Rescue Service to the City of Kelowna, the District of Lake Country, the District of Peachland, the City of West Kelowna, Central Okanagan East Electoral Area, Central Okanagan West Electoral Area and the Westbank First Nation;
- C. Pursuant to section 263 of the *Local Government Act*, the Regional District may make agreements with a public authority respecting the undertaking, provision, and operation of activities, works, and services within the powers of a party to the agreement;
- D. Pursuant to section 23 of the *Community Charter*, West Kelowna may make agreements with a public authority respecting the undertaking, provision, and operation of activities and services within the powers of a party to the agreement; and
- E. West Kelowna has requested that it provide certain Technical Rescue Services, as set out in this Agreement forming part of the Regional Rescue Service within the boundaries of the Regional District of Central Okanagan and the Regional District has agreed to have West Kelowna provide the Technical Rescue Services on the terms and conditions as set out in this Agreement;

NOW THEREFORE, in consideration of the mutual promises set out below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

## **1. Definitions**

### **1.1. In this Agreement:**

- a) "Technical Rescue Service Area" means the area within the boundaries of the Regional District of Central Okanagan;
- b) "Technical Rescue Services" means the following sub-services that form part of the Regional Rescue Services, including but not limited to ice rescue services, swift water rescue services, confined space rescue services, and technical low slope, steep slope and technical high angle rope rescue, auto extrication services and tower crane rescue services.
- c) "West Kelowna Fire Rescue" means the City of West Kelowna's fire protection and rescue service department.

## **2. Service**

2.1. West Kelowna shall, through West Kelowna Fire Rescue, provide the Technical Rescue Services within the Technical Rescue Service Area during the Term of this Agreement (and on the terms and conditions of contained herein.. West Kelowna shall be:

- a) the primary response team for providing the Technical Rescue Services within that part of the Technical Rescue Service Area located to the west of Okanagan Lake;
- b) a secondary response team for providing the Technical Rescue Services within that part of the Technical Rescue Service Area located to the east of Okanagan Lake, to be called upon by the Regional District on an as needed basis to provide the Technical Rescue Services within this area;
- c) responsible for providing a quarterly report of activities under this Agreement. The report prepared by West Kelowna must include the number of training hours in the previous quarter as well as any responses or other items of interest relating to this Agreement. West Kelowna will provide the report to the Regional District within forty-five (45) days of the end of each quarter.

- d) responsible for an orientation and familiarization session for each fire department serviced under this Agreement. For clarity, this includes the District of Peachland's Fire Department, the Wilson's Landing Fire Department, and North Westside Fire Department. Upon request of the Regional District, West Kelowna will provide a 2-hour orientation and familiarization session, delivered by four (4) West Kelowna firefighters once per year to each fire department. The sessions may be combined between departments if practical. The actual cost of delivering these sessions will be billed as a response under the Regional Rescue Program as per Regional Rescue Program Invoicing Operating Guideline 4.01.06 (2014) or as amended. These sessions do not constitute training under the Regional Rescue Program and are not intended as a replacement for training to these departments under the Regional Rescue Program.

#### 2.2. Notwithstanding Clause 2.1 above:

- a) It is acknowledged that if West Kelowna has committed its technical resources to another event and is unable to immediately respond to a rescue on the west side of Okanagan Lake, the secondary response team (Kelowna) will be dispatched to respond as per the terms and conditions of the Technical Rescue Services Agreement with the City of Kelowna
- b) It is acknowledged that West Kelowna Fire Rescue is not responsible for providing Technical Rescue Services if those services are required in an area that is deemed to be inaccessible or unsafe by West Kelowna Fire Rescue.

### 3. Term

- 3.1. Unless otherwise terminated, renewed or extended in accordance with this Agreement, the term of this Agreement shall be five (5) years commencing April 1, 2025, and expiring on March 31, 2030 (the "Term").

### 4. Compensation/Reimbursement for Service

- 4.1. In consideration of the provision of the Technical Rescue Services within the Technical Rescue Service Area, the Regional District agrees to make the payments to West Kelowna to reimburse West Kelowna for certain skills, maintenance, and training costs during the Term in the amounts as set out in Schedule "A" attached hereto and forming part of this Agreement.
- 4.2. Notwithstanding Clause 4.1 above, it is acknowledged that if, during the Term of this Agreement, the West Kelowna incurs increased costs due to wage adjustments, both West Kelowna and the Regional District agree to meet and negotiate in good faith to reach a mutual agreement on the appropriate cost-sharing measures for these increases.
- 4.3. Payment for call outs to deliver Technical Rescue Services outside of the West

Kelowna Fire Rescue Fire Protection area, upon the request of the Regional District shall be compensated as per the past practices that are outlined under Regional District of Central Okanagan Regional Rescue Program Guidelines – Regional Rescue Program Invoicing No. 4.01.06, which may be amended from time to time. Cost recovery for these events will be the responsibility of the Regional District and any funds recovered from the Ministry of Emergency Management and Climate Readiness for the response will remain with the Regional District.

## **5. Technical Rescue Services**

5.1. West Kelowna shall provide the Technical Rescue Services throughout the Technical Rescue Service Area on a twenty-four (24) hour, seven (7) days per week basis.

## **6. Insurance and Indemnity**

6.1. West Kelowna will obtain and continuously carry during the term of this Agreement, and at its own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below:

(a) Commercial General Liability insurance to protect the West Kelowna, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise from the services to be provided under this Agreement;

(b) The limit of Commercial General Liability insurance will not be less than \$10,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to services to be provided'

(c) The policy of insurance will:

(i) be on an occurrence form,

(ii) add the Regional District and its officials, officers, employees and agents as Additional Insureds with respect to claims arising out of the premises, operations or services to be provided by West Kelowna under this Agreement;

(iii) contain a cross-liability or severability of interest clause; and

(iv) be primary and non-contributory with respect to any claims against the Regional District arising out of the services provided by West Kelowna within the scope of this Agreement.

6.2. West Kelowna agrees to indemnify and save harmless the Regional District in

respect of all claims at any time brought against the Regional District or any of its elected or appointed officials, officers or employees, for bodily injury or death, property damage or other loss or damage arising from any negligent acts or omissions of West Kelowna, its agents or employees, in the performance of West Kelowna's obligations under this Agreement, including but not limited to all costs, expenses and liabilities incurred by the Regional District in connection with or arising out of any such claims, including expenses incurred in defending any action or proceeding pertaining to such claims. This indemnity will survive the expiry or termination of this Agreement.

## **7. Termination and Renewal**

- 7.1. Should either party default under this Agreement and not remedy such default within sixty (60) days, the non-defaulting party may terminate this Agreement upon giving at least sixty (60) days written notice of termination to the defaulting party.
- 7.2. West Kelowna and the Regional District may agree to terminate, renew or extend the Term of this Agreement, by mutual consent, or upon giving at least one (1) year written notice to the other party.

## **8. Notice**

- 8.1. Wherever in this Agreement it is required or permitted that notice be given or served by either party to the other, such notice shall be given and served in writing and forwarded by prepaid registered mail, prepaid courier, or email, addressed as follows:

(a) in the case of the Regional District:

Corporate Officer  
Regional District of Central Okanagan  
1450 KLO Road  
Kelowna, BC V1W 3Z4  
Email: Corporate.Officer@rdco.com

(b) in the case of West Kelowna:

Corporate Officer  
City of West Kelowna  
3731 Old Okanagan Highway  
West Kelowna, BC V4T 0G7  
Email: legislative.services@westkelownacity.ca

## **9. General**

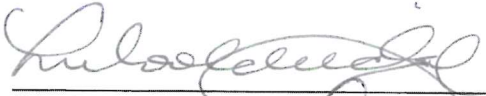
- 9.1. Time shall be of the essence of this Agreement.

- 9.2. This Agreement shall not be assigned by any of the parties.
- 9.3. Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between West Kelowna and the Regional District.
- 9.4. This Agreement will ensure to the benefit of and be binding upon the parties and their respective heirs, administrators, executors, successors, and permitted assignees.
- 9.5. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar. A waiver must be in writing to be effective, and notice provided in accordance with Clause 8.1 of this Agreement
- 9.6. The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 9.7. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 9.8. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

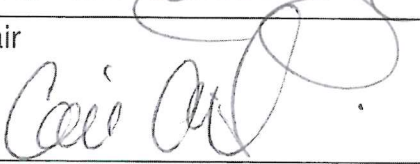


AS EVIDENCE OF their agreement to be bound by the terms of this Agreement, West Kelowna and the Regional District each have executed this Agreement on the respective dates written below.

REGIONAL DISTRICT OF CENTRAL  
OKANAGAN by its authorized  
signatories:



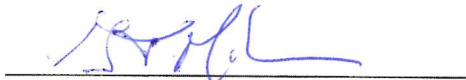
Chair



Corporate Officer

march 20, 2025  
Date

CITY OF WEST KELOWNA by  
its authorized signatories:



Mayor



Corporate Officer

March 31, 2025  
Date

**SCHEDULE "A"**

**COMPENSATION / REIMBURSEMENT**

Year of Term:	April 1, 2025- March 31,2026	April 1, 2026 - March 31,2027	April 1, 2027 - March 31,2028	April 1, 2028- March 31,2029	April 1, 2029- March 31,2030
Reimbursement /Compensation Amount:	<b>\$181,275</b>	<b>\$190,339</b>	<b>\$199,856</b>	<b>\$209,848</b>	<b>\$220,341</b>