



**PROFESSIONAL SERVICES AGREEMENT
REGIONAL RESCUE PROGRAM ADMINISTRATION**

THIS AGREEMENT is entered into on this _____ day of _____, 2022.

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

(hereinafter, the “Regional District”)

AND: **CITY OF KELOWNA**
1435 Water Street,
Kelowna, BC. V1Y 1J4

(hereinafter, the “City”)

WHEREAS the City has, for a number of years administered the Regional Rescue Program on behalf of the Regional District;

AND WHEREAS the Regional District and the City wish to enter into this Professional Services Agreement (“Agreement”) in order to establish the terms and conditions under which the City will continue to administer the Regional Rescue Program.

CONSEQUENTLY, THE PARTIES AGREE AS FOLLOWS:

1. Term

This Agreement will be effective as of the date first written above and shall continue for a period of five years, unless terminated earlier in accordance with the terms and conditions of this Agreement.

The parties may extend the term of this Agreement by a further five-year period, subject to mutual agreement between the parties on terms and conditions.

2. Overview

The City of Kelowna will administer the Regional Rescue Program as outlined in Schedule A – Regional Rescue Administration

3. Termination of Agreement

Either party may terminate this Agreement on 12 months' prior notice. During the 12-month notice period, the parties will mutually agree to the process in order to ensure an orderly transfer of assets, outstanding commitments and complete the duties outlined in section 3 of this Agreement from the City to the Regional District.

4. Insurance & Indemnity:

The City will obtain and continuously carry during the term of this Agreement 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:

- Commercial General Liability insurance to protect the City, 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.
- 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.
- The policy of insurance will:
 - be on an occurrence form,
 - 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 the City under this Agreement,
 - contain a cross-liability or severability of interest clause; and
 - Be primary and non-contributory with respect to any claims against the Regional District arising out of the services provided by the City within the scope of this Agreement.

The City 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 the City, its agents or employees, in the performance of the City's obligations under this Agreement, including 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.

5. General Provisions

- a. This Agreement constitutes the entire agreement between the Regional District and the City with respect to regional emergency management program coordination and supersedes any previous written or verbal agreement with respect thereto,
- b. This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same original,
- c. Section headings have been added for purposes of references only and may not be considered in the interpretation of one of the provisions of this Agreement,
- d. This Agreement may only be amended by written instrument duly signed by the parties hereto; and
- e. This Agreement shall be governed and interpreted in accordance with the laws of the Province of British Columbia.

AND THE PARTIES HAVE SIGNED ON THE DATE FIRST MENTIONED ABOVE:

**REGIONAL DISTRICT OF
CENTRAL OKANAGAN**

**CITY OF
KELOWNA**

Schedule A - Regional Rescue Administration

The City of Kelowna, through Kelowna Fire Department, will be responsible for administering the RDCO Regional Rescue Program.

Disciplines

1. The following disciplines will be included in the regional rescue program and provided by the departments noted for each:
 - Hazmat
 - Kelowna Fire Department
 - Low/Steep Embankment Rescue
 - Kelowna Fire Department
 - Lake Country Fire Department
 - North Westside Fire Department
 - Joe Rich Fire Department
 - West Kelowna Fire and Rescue
 - Peachland Fire and Rescue
 - High Angle Rescue
 - Kelowna Fire Department
 - Ice Rescue
 - Kelowna Fire Department
 - Lake Country Fire Department
 - Swift Water Rescue
 - Kelowna Fire Department
 - Confined Space Rescue
 - Kelowna Fire Department
 - Auto Extrication
 - Kelowna Fire Department
 - Lake Country Fire Department
 - North Westside Fire Department
 - Joe Rich Fire Department
 - West Kelowna Fire and Rescue
 - Peachland Fire and Rescue
2. The Regional District maintains a separate contract with the City of West Kelowna for provision of technical rescue, including High Angle, Ice Rescue, Swift Water Rescue and Confined Space Rescue. Equipment, training and contract details for these services will be managed by the Regional District and West Kelowna and communicated to the Regional Rescue Administrator. It is expected that the contract for services with the City of West Kelowna will provide for consistency in training and equipment as set by the Regional Rescue Administrator.

Regional Rescue Administrator

- The City of Kelowna will appoint a person as the Regional Rescue Administrator, and
- The Regional Rescue program administrator will act as the single point of contact for participating departments.

Areas of Responsibility include:

Budget:

- Preparation of an annual budget request to the Regional District CFO and CAO, including:
 - Capital and equipment requests,
 - Staffing and administration costs,
 - Operating expenses,
 - Training expenses, including instructors, courses and training hours, and
 - Overview of the anticipated annual work plan.
- All Regional Rescue expenses approved in the annual budget will be billed to the Regional District in accordance with this Agreement.

Training:

- Preparation of an annual training program and training standards for all aspects of the Regional Rescue Program.

Equipment:

- A standardized list of regionally funded equipment will be maintained,
- The list of equipment will be reviewed annually with participating departments,
- Any equipment purchased that is not included in the standardized list will be the responsibility of the individual department, and
- A capital equipment program will be maintained for the program.