

## Lakeshore Fire Protection Agreement

This Agreement made the                      day of                      2004.

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:

**CITY OF KELOWNA,**  
a municipality created pursuant to the  
provisions of the Local Government Act,  
having its office at 1435 Water Street,  
Kelowna, British Columbia, V1Y 1J4  
(the "City")

(OF THE SECOND PART)

WHEREAS the Regional District has received a valid petition from the Lakeshore property owners requesting the Fire Protection Service.

AND WHEREAS the Regional District has requested that the City expand their service boundary to include the Lakeshore Area.

AND WHEREAS the City has agreed to provide this service to the Lakeshore area for the same costs that would apply to parcels within the City.

## **1. Service Area**

For the purposes of this Agreement, the "Lakeshore Area" shall mean the specified portions of Ellison/Joe Rich Electoral Area contained within the area outlined in bold on Schedule "A" attached to this Agreement.

## **2. Services**

The City will provide fire protection services to the Lakeshore Area, in accordance with the same standards provided to properties within the City of Kelowna 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. Payment**

For providing the Services hereunder, the Regional District shall pay the City, in advance on August 1<sup>st</sup> in each calendar year, a fee equal to the following sum:

- (a) an amount equal to the annual levy amount charged by the City to property owners within the City 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 \$1.35 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 Lakeshore Area; and
- (c) the amount calculated in Paragraph 3(b) shall be multiplied by 1.15 to provide compensation to the City for additional administrative services incurred in providing the Services.

## **4. Term**

This Agreement shall be for a three-year term for the period July 1, 2004 to June 31, 2007. This agreement may be modified and extended as agreed upon between both parties, from time to time.

## 5. Indemnity

The City 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 City's delivery or failure to deliver the Services. The provisions of this Paragraph shall survive the expiration or earlier determination of this Agreement.

## 6. Insurance

6.1 The City shall take out and maintain, during the term of this Agreement, the following insurance at its sole cost:

- (a) Comprehensive General Liability insurance, with inclusive limits of at least \$5,000,000, and shall include the following extensions of coverages:
  - i. occurrence property damage;
  - ii. personal injury;
  - iii. independent contractors;
  - iv. employees as insureds;
  - v. blanket contractual;
  - vi. contingent employers;
  - vii. broad form property damage; and
  - viii. non-owned automobile;

Such policy shall name the Regional District as an Additional Insured and shall contain a Cross Liability clause;

- (b) Automobile liability insurance on an owners form covering all licensed vehicles owned, leased, or operated by the City with inclusive limits of at least \$2,000,000; and

6.2 All policies referred to in this Paragraph 6 shall:

- (a) be non-contributing and apply as primary and not as excess to any other insurance available to the Regional District; and
- (b) 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.

6.3 Certificates of Insurance shall be delivered to the Regional District forthwith upon request. If the City fails to take out or to keep in force any insurance referred to in

this section, the Regional District has the right, without assuming any responsibility in connection therewith, to place such insurance at the sole cost of the City, and all outlays by the Regional District shall be paid by the City to the Regional District without prejudice to any other rights or remedies of the Regional District.

## **7. 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 City Clerk of the City, whichever is applicable. In the event that the Agreement is terminated so that the Regional District has paid the City 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 City 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  
in the presence of:

\_\_\_\_\_  
Chairman

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

\_\_\_\_\_  
Witness

The Corporate Seal of the  
City of Kelowna was hereunto affixed  
on the        day of  
2004 in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Witness

**SCHEDULE "A"**