

THIS AGREEMENT made this     day of     , 20:

BETWEEN

CITY OF WEST KELOWNA  
2760 Cameron Road  
West Kelowna, BC V1Z 2T6

(the "City")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF PEACHLAND  
5806 Beach Avenue  
Peachland, BC VOH 1X7

(the "Corporation")

OF THE SECOND PART

WHEREAS the City owns and operates a ladder truck which is ordinarily stationed at the City's 3651 Old Okanagan Highway Fire Hall (the "Ladder Truck"); and

WHEREAS the Corporation has requested that the City provide a ladder truck to perform emergency fire suppression work on an 'as needed' basis within the Corporation; and

WHEREAS it is anticipated that any request for dispatch of a ladder truck should be expedited as quickly as possible; and

WHEREAS the City maintains staff with specialized skills, certifications and tools in the area of fire investigation ("fire investigator"); and

WHEREAS the Corporation has requested that the City provide a fire investigator to perform fire investigation work on an 'as needed' basis within the Corporation;

NOW THEREFORE in consideration of the terms and conditions set out in this Agreement, the parties agree as follows:

### **Emergency Calls**

1. The Corporation's Fire Officer in charge of a fire suppression incident within the Corporation's boundaries may request that the City dispatch the Ladder Truck to perform emergency fire suppression work, or the fire investigator to perform fire investigation where the Corporation's own available resources are not sufficient to effectively perform the task alone.
2. Upon receipt of a request from the Corporation, as outlined in Section 1 above and in the opinion of the City's Fire Chief so long as the Ladder Truck or fire investigator is available, the City shall dispatch the Ladder Truck or fire investigator to the Corporation immediately. Along with the Ladder Truck, the City shall also provide and dispatch with it, four qualified employees to operate the Ladder Truck within the boundaries of the Corporation.
3. The Corporation's Fire Officer in command of an incident to which the Ladder Truck or fire investigator has been dispatched, shall remain in command and shall direct the Ladder Truck or fire investigator's usage in addition to directing the use of the Corporation's resources. Where technical matters that relate to the operation of the Ladder Truck or fire investigator arise, the Corporation's Fire Officer in command and the City's employee(s) dispatched shall co-operate in the best interests of all priorities and bystanders.
4. As soon as the emergency to which the Ladder Truck has been dispatched has been brought under control, the Ladder Truck and the City's employees shall be released before any Corporation resources are released.
5. As soon as the fire investigation to which the fire investigator has been dispatched has been completed, the fire investigator shall be released. Documentation of findings and

reporting of the fire investigation by the fire investigator shall be performed by mutual agreement. Time spent on all activities relating to the fire investigation by the fire investigator shall be billed at the rate specified below.

6. The City shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply the Ladder Truck or fire investigator for any reason whatsoever, or for any delay in arrival of the Ladder Truck or fire investigator for any reason whatsoever. The City shall not be liable for any damages in the event of a mechanical breakdown or malfunction of the Ladder Truck, or in the event of a bridge or road closure or natural disaster which delays or completely prevents the City's response to a request from the Corporation for assistance under this Agreement.
7. Despite Section 2 – 5 above, the Ladder Truck or fire investigator shall remain available for emergency use by the City and may be called upon, if deemed necessary at the discretion of the City's Fire Chief, to perform emergency work in the City at any time during use by the Corporation pursuant to those sections. If the Ladder Truck or fire investigator is called upon by the City to leave an emergency, the City shall not be liable for any loss, costs, damages and expenses whatsoever in connection with leaving an emergency.

### **Training Events**

8. In addition to emergency fire suppression work, the City shall provide the Ladder Truck with two qualified employees at one two-hour training event within the Corporation during each calendar year. The Ladder Truck and the two employees shall be available to the Corporation for the training event at no cost.
9. Despite Section 7 above, the Ladder Truck shall remain available for emergency use by the City and may be called upon, if deemed necessary at the discretion of the City's Fire Chief, to perform emergency work in the District at any time during use by the City pursuant to that section.

### **Fees**

10. The Corporation shall pay to the City, a standby charge of ~~\$4,800~~\$6,000-per year for the five-year term of the contract (the "Standby Charge").
11. In addition to the Standby Charge, the Corporation shall pay to the City, the wages of a Captain and three firefighters at the current collective agreement rate plus ~~25~~30% for labour load overhead rate, minimum two hours that the Ladder Truck is dispatched to the Corporation to perform emergency fire suppression, plus for every hour or part thereafter for backfill to the City. The Corporation must also pay for the City of Kelowna to move a ladder to the City until the City's ladder becomes available.
12. Also, in addition to the Standby Charge, the Corporation shall pay to the City, the wages of a Fire Investigator at the current collective agreement rate plus ~~30~~25% for labour load overhead rate, minimum two hours that the Fire Investigator is is

performing fire investigation, including completion of documentation and reports.

## Termination

13. The City and the Corporation shall each have the right to terminate this Agreement by giving the other six months written notice.

## General

14. The Corporation shall keep in *force*, public liability and property damage insurance coverage in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) against liabilities and damages in respect to injuries to persons (including injuries resulting in death) and in respect to property damage arising out of this Agreement. The deductible in this policy shall not exceed FIVE THOUSAND DOLLARS (\$5,000.00) per occurrence; deductible shall be for the sole account of the Corporation. The City shall be named additional insured on the policy and at no cost to the City. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder. In addition, such insurance policy shall include the following Cross Liability clause: "The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured." Confirmation from the Corporation that requisite coverage is in place is part of this agreement.
15. The Corporation shall be liable for all loss, costs, damages and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the "Indemnities") including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

The Corporation shall defend, indemnify and hold harmless, the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this agreement, expressly including all claims, demands, actions, proceedings, and liabilities whatsoever in connection with the conditions in Section 5 & 6 of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

16. The term of this Agreement shall be five years from the date of execution, unless terminated earlier by either party pursuant to Section 11.
17. Whenever in this Agreement it is required that written notice be given by either party to the other, the notice shall be sufficiently communicated by registered mail to the Corporation at the following address:

THE CORPORATION OF THE DISTRICT OF PEACHLAND  
5806 Beach Avenue  
Peachland, BC V0H 1X7  
ATTENTION: Administrator

And to the City at the following address:

CITY OF WEST KELOWNA  
2760 Cameron Road  
West Kelowna, BC V1Z 2T6  
ATTENTION: City Clerk

and by sending registered mail, shall be deemed to have been served on the fifth business day following the date it was mailed.

IN WITNESS WHEREOF the parties have executed this agreement:

**CITY OF WEST KELOWNA** by its authorized signatories:

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Mayor

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City Clerk

**THE CORPORATION OF THE DISTRICT OF PEACHLAND** by its authorized signatories:

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Mayor

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Corporate Officer