District of Barriere

REPORT TO COUNCIL Request for Decision

Date: November 17, 2025	File: 4c
To: Council	From: A. Hovenkamp, Fire Chief & D. Drexler, CAO

Re: DRAFT Structural Fire Protection Service Agreement with TNRD

Recommendation: THAT Council authorize the Mayor and Chief Administrative Officer to execute the new Structure Fire Protection Service Agreement (Contract No. 2025-016) between the District of Barriere and the Thompson-Nicola Regional District (TNRD) for the provision of fire protection services within the Electoral Area "O" (Lower North Thompson) Fire Protection Service Area.

Purpose

To obtain Council approval to enter into a new five-year Structure Fire Protection Service Agreement with the TNRD effective January 1, 2025

Background

The previous Structural Fire Protection Service Agreement between the District of Barriere and the TNRD (Contract No. 2017-054) expired on December 31, 2022. This agreement established terms for the District to provide fire protection services to portions of Electoral Area "O" through the Barriere Fire Department. A new draft agreement has been negotiated collaboratively with the TNRD, incorporating modernized language, alignment with current fire service standards, and revised financial terms.

Discussion

Comparison Summary - Fire Service Agreements (2018-2022 vs. 2025-2029)

The key differences between the District of Barriere's previous and new Fire Service Agreements with the Thompson-Nicola Regional District are as follows:

Overview

Aspect	2018–2022 Agreement (Contract No. 2017-054)	2025–2029 Agreement (Contract No. 2025-016)
Parties	TNRD & District of Barriere	Same, but District now referred to as 'Service Provider'
Duration	Jan 1, 2018 – Dec 31, 2022	Jan 1, 2025 – Dec 31, 2029
Language Style	Traditional & gendered wording	Fully gender-neutral, modern legal drafting
Document Length	10 pages	17 pages, expanded with clear structure and definitions
Bylaws Referenced	General local service reference	Explicit references to TNRD Bylaw No. 2541 and Bylaw No. 2779



Financial Terms

Aspect	2018–2022	2025–2029
Payment Schedule	\$42,000–\$45,470	25% annual increases: \$51,470 →
	(≈2%/year increase)	\$125,659 (2025–2029)
Adjustment Flexibility	Only if assessment	4.4 & 4.5 allow adjustments by staff for cost
	values change	or area changes
Capital Funding	TNRD will not make	Permitted through joint grant or partnership
	lump-sum payments	arrangements
Overall \$ Change	~8% total increase	~25% year-over-year increases for next
· ·		four years



Service Level and Operations

Aspect	2018–2022	2025–2029
Service Level (2.2)	General structural firefighting	Defined as 'Exterior Operations' working toward 'Full Service'
Nuisance Calls	Not mentioned	Explicitly included under 2.9(b)
Mapping	Updated annually by TNRD	Updated on request (digital or paper)
Fire Chief Authority	Can restrict entry due to fire/explosion only	Expanded to any life and safety issue
Mutual Aid	Not specifically defined	Fire Chief authorized to request/respond to



Administrative and Legal Changes

Aspect	2018–2022	2025–2029
Insurance	Schedule D certification required	Copies of insurance only; Schedule D removed
WorkSafeBC	Basic mention in appendix	Dedicated section (8) outlining responsibilities
Dispute Resolution	Termination only	Structured process: negotiation → mediation → arbitration
Force Majeure (unforeseeable circumstance)	Not included	New detailed clause (12.1–12.3)
CAO Authority	Council approval required	CAOs empowered to amend financial/service terms (4.4–4.5)
Confidentiality	Basic clause	Expanded, includes definitions and destruction requirements

Summary of Key Updates:

- Gender-neutral and legal language updated
- ❖ 25% year-over-year funding increase through 2029
- Greater flexibility for cost and service adjustments
- CAO-level authority for operational efficiency
- Explicit inclusion of nuisance call response
- Simplified insurance documentation (Schedule D removed)
- ❖ New dispute resolution and force majeure clauses
- Improved mapping and Fire Chief authority provisions

Benefits or Impact

General

- Modernizes the agreement and improves administrative efficiency.
- Aligns with current legislation and operational best practices.
- Provides predictable and increasing funding with built-in flexibility for unforeseen changes.
- Reinforces a cooperative regional service relationship with the TNRD.

Finances

The agreement includes a 25% annual increase in payments over the next four years (2026–2029).

Additional revenue over the new contract compared to the previous contract and its 2% per year increase is as follows:

2025	+ \$6,000.00	
2026	+ \$17,957.60	
2027	+ \$33,114.01	
2028	+ \$52,273.87	
2029	+ \$76,440.81	
Total Additional Revenue over 5 years		+ \$185,786.29

Payments will continue to be received by August 31 of each year. These funds support both operating and capital replacement needs for the Barriere Fire Department.

Strategic Impact

N/A

Risk Assessment

Compliance: The agreement aligns with applicable legislation and provincial standards.

Risk Impact: Minimal. Provisions for annual review and CAO authority mitigate potential financial or operational risks.

Internal Control Process: Regular financial review and mutual CAO consultation will ensure accountability under Sections 4.4 and 4.5.

Next Steps / Communication

- Upon Council approval, the Mayor and CAO will sign the agreement.
- The executed document will be forwarded to the TNRD for signature, and notice will be provided to the Barriere Fire Department confirming the renewal.

Attachments

- 1. Draft Structure Fire Protection Service Agreement (Contract No. 2025-016)
- 2. Previous Structure Fire Protection Service Agreement 2017-2022

Recommendation

THAT Council authorize the Mayor and Chief Administrative Officer to execute the new Structure Fire Protection Service Agreement (Contract No. 2025-016) between the District of Barriere and the Thompson-Nicola Regional District (TNRD) for the provision of fire protection services within the Electoral Area "O" (Lower North Thompson) Fire Protection Service Area as presented for a five year term starting January 1, 2025.

Alternative Options

- 1. Council could choose not to approve the agreement, resulting in the continuation of fire protection services without a formal contract, which is not recommended.
- 2. Council could request amendments or clarifications prior to approval.

Reviewed by:

D. Drexler, Chief Administrative Officer

THOMPSON-NICOLA REGIONAL DISTRICT DISTRICT OF BARRIERE

STRUCTURE FIRE PROTECTION SERVICE AGREEMENT

This AGREE!	MENT is dated for reference as of the day of	_, 20,
BETWEEN:	THOMPSON-NICOLA REGIONAL DISTRICT 300 – 465 Victoria Street Kamloops, BC, V2C 2A9	
	(the "TNRD")	
AND:	DISTRICT OF BARRIERE 4936 Barriere Town Road Box 219 Barriere, BC V0E 1E0	
	(the "Service Provider")	

WHEREAS:

- A. Pursuant to section 263(1) of the *Local Government Act* (RSBC 2015), the TNRD desires to enter into an agreement with the Service Provider for the purpose of providing fire protection and emergency response services, as herein specified, to the local service area established by the TNRD pursuant to Bylaw No. 2541, 2016; and
- B. The Service Provider is authorized to enter into an agreement with the TNRD to provide such services pursuant to section 13(1) of the Community Charter,

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereby as follows

1. <u>INTERPRETATION</u>

- 1.1 In this Agreement:
 - (a) "Annual Fee" means the fee the TNRD must pay to the Service Provider under this Agreement, as set out in Schedule "C";



- (b) **Bylaw No. 2779** means the TNRD *Fire Protection Services Regulatory Bylaw No.* 2779, 2022;
- (c) **Bylaw No. 2541** means the TNRD *Electoral Area "O" (Lower North Thompson) Fire Protection Service Area Establishment Bylaw No. 2541, 2016;*
- (d) "Fire Chief" means the person appointed from time to time as the Fire Chief of the Service Provider or designate authorized by the Fire Chief to act on their behalf;
- (e) "Fire Code" means the British Columbia Fire Code, as amended or replaced from time to time;
- (f) "Fire Department" means the District Fire Department, which is operated and controlled by the Service Provider, and in relation to which the Service Provider is, for all purposes, the Authority Having Jurisdiction as that phrase is defined in the Provincial Training Standards;
- (g) "Fire Safety Legislation" means any provincial fire safety legislation, as amended or replaced from time to time, that governs the Fire Department or its operations, or any aspect of the Services, and includes the *Fire Safety Act*, SBC 2016, c 19;
- (h) "Force Majeure" means an event beyond the reasonable control of a party that impairs the party's ability to function in its ordinary course of business including, but not limited to:
 - (1) acts of nature, such as floods, droughts, and fire;
 - (2) explosions, wars, acts of terrorism, or insurrection;
 - (3) pandemic;
 - (4) riots, strikes, lockouts, or other labour disruptions; and
 - (5) laws, rules, regulations, or order of a duly constituted governmental authority,

but excluding financial difficulties (such as lack of funds or funding);

- (i) "Provincial Training Standards" means the minimum training standards established from time to time by the Fire Commissioner under or pursuant to the Fire Safety Legislation;
- (j) "Service Area" means the local service area established under Bylaw No. 2541 to which the Services will be provided by the Fire Department, as shown in the Service Area map attached as Schedule B;
- (k) "Services" means those fire suppression, fire prevention and other emergency response services specified in Schedule A to be provided by the Fire Department in the Service Area; and
- (I) "Start Date" means January 1, 2025



1.2 In this Agreement:

- (a) words importing the singular number include the plural and vice versa, and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections, and the insertion of headings, are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section, or schedule will, unless the context otherwise requires, mean that article, section, or schedule of this Agreement;
- (d) all payments to be made will be made in lawful currency of Canada;
- (e) a reference to a "business day" means all days other than Saturday, Sunday, and statutory holidays in the Province of British Columbia;
- (f) any reference to a "party" or the "parties" means the one or more parties to this Agreement, as the context demands, and includes the elected and appointed officials, officers, representatives, successors, servants, employees, agents, contractors, officers, licensees, and invitees of such party, wherever the context so requires or allows;
- (g) reference to a whole, for example, to a "building", includes reference to any portion thereof; and
- (h) unless expressly stated otherwise, references to a statute includes every regulation made under the statute (including Service Provider or TNRD bylaws), as amended or replaced from time to time.
- 1.3 This Agreement is to be governed by and construed in accordance with the laws of the Province of British Columbia and federal laws of Canada applicable therein, and the parties hereby attorn to the courts of the Province of British Columbia.
- 1.4 The following schedules are incorporated into and form a part of this Agreement, except that if there is any inconsistency between a schedule and the body of this Agreement, the terms of the Agreement will prevail to the extent of such inconsistency:
 - (a) Schedule A Description of Services;
 - (b) Schedule B Service Area Map; and
 - (c) Schedule C Annual Fee

2. PROVISION OF SERVICES

- 2.1 Commencing with effect as of the Start Date, the Service Provider will provide the Services in the Service Area in accordance with the terms and subject to the conditions of this Agreement.
- 2.2 The structure firefighting provided by the Service Provider as a component of the Services, will initially be provided at the "Exterior Operations" service level, but is working toward a "Full Service" level, as set out in the Provincial Training Standards. For greater certainty:
 - (a) the Service Provider makes no representations or warranties that the level or degree of the Services will be maintained or continued to any particular standard, other than as stated expressly herein.
- 2.3 The Annual Fee to the Service Provider is inclusive of their operational costs as well as contributing to future capital costs. It is expected the Service Provider will utilize funds from the TNRD as well as their own funds to put towards its own reserve for replacement of fire department assets as/when needed. For clarity, the TNRD will not make any lump sums contributions toward the Service Provider's Fire Department capital assets, unless this is determined otherwise by the parties in a joint application or similar partnership.
- 2.4 The TNRD acknowledges and agrees that the Services are primarily being provided by volunteer or paid-on-call members of the Fire Department, which may result in a slow or insufficient turn-out for any given incident or emergency event. Such a slow or insufficient turn-out shall not, of itself, be considered negligence on the part of the Service Provider in delivering the Services.
- 2.5 The TNRD acknowledges and agrees that the provision of the Services by the Fire Department, may be adversely impacted by inadequate or insufficient water supplies in any hydrant system, or, where there is no hydrant system, by the need to rely on water tenders. The Service Provider has no obligation to upgrade, install, maintain or repair any water system. It will use reasonable efforts to keep any fire suppression activities supplied through use of its water tenders. The TNRD acknowledges and agrees that there is a risk that such methods may prove insufficient at any given structure or other fire despite such reasonable efforts.
- 2.6 When responding to an incident within the Service Area or undertaking a non-emergency response in the Service Area, the Department may exercise within the Service Area the powers and authorities granted to fire departments by the TNRD in Bylaw No. 2779.
- 2.7 The Fire Chief may, in their sole discretion, request mutual aid from another fire service, to respond to an incident within the Service Area. Where such mutual aid is requested, the responding fire department shall be entitled to exercise the powers and authorities granted to fire departments by the TNRD in Bylaw No. 2779.

Initials:

- 2.8 The Service Provider will report to the TNRD on every dispatched fire in this service area within 24 hours of the fire being actioned.
- 2.9 The Fire Chief will have exclusive control of all Fire Department assets and personnel used in connection with the delivery of the Services. Without limiting the generality of the foregoing, the Fire Chief will have sole decision-making authority as to:
 - (a) the demolition of a building or other structure when necessary to suppress a fire or mitigate an incident, as provided in Bylaw No 2779;
 - (b) the level and nature of the Fire Department's response during a fire or other incident, including nuisance calls;
 - (c) the management and disposition of Fire Department resources during concurrent events;
 - (d) accessing and entering private property for the purposes of delivering the Services; and
 - (e) the ability of the Fire Department to respond in circumstances where access routes are insufficient to support firefighting apparatus, including driveway width, grade, maintenance, lack of turn around facilities, private bridges, overgrowth, and environmental factors such as snow or ice build-up.
- 2.10 The Services provided by the Service Provider will be dependent on the water available at the site of the fire incident.
- 2.11 In order to facilitate the effective delivery of the Services by the Service Provider, the TNRD will:
 - (a) provide to the Service Provider current mapping that shows house points and roads within the Service Area. The TNRD will ensure the accuracy of such mapping and will provide updates in a timely way to reflect any changes in road access or development within the Service Area;
 - (b) provide to the Service Provider timely information related to development within the Service Area, including new construction and major renovations, of which the TNRD is aware; and
 - (c) immediately advise the Fire Chief upon the TNRD becoming aware of any obstruction, impediment or obstacle in the Service Area that is likely to affect the Service Provider's delivery of Services.



3. WATER SYSTEM

3.1 The Service Provider and the TNRD acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Service Area.

4. PAYMENT FOR SERVICES

- 4.1 On or before August 31 of each calendar year during the Term, the TNRD will pay to the Service Provider the Annual Fee for such calendar year in the amount set out in Schedule "C".
- 4.2 The amount set in Schedule "C" is intended to support general operating and capital costs of the Service Provider. No further payments will be contemplated other than Section 4.3 and/or additional properties that may be added to the service area over the term of this agreement.
- 4.3 Any additional costs associated with a water tender contractor or heavy machinery to make a site safe that is summoned to respond to an incident in the Service Area as contemplated by Section 2.5, may be billed by the Service Provider to the TNRD. The Service Provider will provide an itemized invoice in writing to the TNRD detailing the costs of such assistance. Any such charges shall be paid by the TNRD within 30 days of receipt of the invoice, unless the amount is disputed by the TNRD pursuant to the dispute resolution processes set out in this Agreement, in which case, the amounts will be paid as determined pursuant to those processes.
- 4.4 If during the term of this contract the fire service area is expanded to include more properties, Schedule "C" will be updated to reflect the added cost to service said properties.
- 4.5 Should major or unforeseen changes arise during the term, including but not limited to increased equipment costs or changes to standards of practice in surrounding jurisdictions, the parties shall meet to determine whether adjustments to Schedule C are warranted. If required, Schedule C will be amended to reflect such changes as approved by both the TNRD and the District of Barriere's CAO.

5. REDUCTION OR INTERUPTION OF SERVICE

- 5.1 Without prejudice to any other right or remedy, the Service Provider may, at its sole discretion, and without terminating this Agreement, reduce or interrupt the provision of the Services to the Service Area if:
 - (a) TNRD fails to pay the Annual Fee or any other amounts payable under this Agreement;
 - (b) TNRD fails in any material way to comply with its obligations and the terms and conditions of this Agreement; or



- (c) the Service Provider, acting reasonably, decides that a temporary reduction or interruption is necessary for reasons of public health or safety or in response to an emergency situation.
- 5.2 Before reducing or interrupting the Services under section 5.1, the Service Provider will specify the reason for the reduction or interruption and provide the following notice to the TNRD:
 - (a) under subsections 5.1(a) or (b), 60 days' written notice or, if the default cannot be remedied within 60 days, such period as may reasonably be required to remedy the default, subject to the TNRD providing the Service Provider with a plan of action and schedule (acceptable to the Service Provider, acting reasonably) to remedy the default, and the TNRD acts with reasonable dispatch to remedy the default within such timeframe;
 - (b) under subsection 5.1(c), written notice detailing the nature of reduction or interruption in advance, if possible, or as soon as reasonably possible after such reduction or interruption occurs.
- 5.3 Without prejudice to any other right or remedy, the TNRD may, at its sole discretion, and without terminating this Agreement, reduce the Service Area by giving the Service Provider 6 months' notice of the change.

6. TERM AND TERMINATION

- 6.1 This Agreement will be valid for an initial term of five years, commencing on the Start Date and ending on the day before the fifth anniversary of the Start Date (the "**Term**").
- 6.2 The parties will commence negotiation of a renewal or replacement of this agreement commencing not less than six months prior to end of the Term.

7. <u>DISPUTE RESOLUTION</u>

- 7.1 If the parties to this Agreement are unable to agree on the interpretation or application of any provision in the Agreement, or are unable to resolve any other issue relating to this Agreement, then the parties agree to the following process in the order it is set out:
 - (a) the party initiating the process will send written notice to the other party (the "**Dispute** Notice"); and
 - (b) the parties will promptly, diligently, and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.
- 7.2 If the parties are unable to negotiate a resolution within ninety days of the Dispute Notice, the parties may request the assistance of a mediator agreed to by the parties within thirty days' written notice of a request to appoint a mediator by any party, failing which the mediator will be appointed by the Vancouver International Arbitration Centre ("VIAC"), and,



- unless the parties agree otherwise, this mediation will follow VIAC rules and will be completed within sixty days following the appointment of the mediator.
- 7.3 If the parties are unable to resolve the dispute pursuant to section 7.1 and/or section 7.2, the matter will then be referred to arbitration by a single arbitrator pursuant to the *Arbitration Act* (British Columbia) or any successor legislation, on the understanding and agreement that the decision of the arbitrator will be final and binding on the parties. If the parties are unable to agree on a single arbitrator to hear the dispute within sixty days following termination of negotiations under section 7.1 or, if mediation is pursued, the mediation as set out in section 7.2, an arbitrator will be appointed by the BCICAC. Such arbitration will be conducted in accordance with the *Arbitration Act* (British Columbia), using the rules of the VIAC, unless otherwise mutually agreed by the parties.
- 7.4 Each party agrees to bear its own costs and expenses in respect of the dispute resolution processes set out in this Part 7, and to share equally the costs of the mediation and arbitral processes. The parties agree that neither will seek recovery against the other party for any costs or expenses incurred with respect to this dispute resolution process.
- 7.5 Any right of action either party may have against the other arising from any breach of this Agreement will survive the termination of this Agreement.

8. WORKSAFE BC COVERAGE

- 8.1 The Service Provider acknowledges and agrees that it has reviewed and understands the occupational health and safety obligations pursuant to the *Workers Compensation Act* and regulations.
- 8.2 The Service Provider is responsible for obtaining and maintaining Workers Compensation coverage and will abide by all provisions of the *Workers Compensation Act* and regulations.
- 8.3 Prior to undertaking the Services outlined in this Agreement, the Service Provider will provide the TNRD with its Workers' Compensation Board Number and a clearance letter from WorkSafeBC.

9. INSURANCE

9.1 The TNRD and the Service Provider, at all times during the Term of this Agreement, will carry commercial general liability insurance against any and all third party claims for bodily injury, death, or property damage whatsoever arising out of the Service Provider's use and/or occupation of the Premises or any portion thereof, and must cover for not less than Five Million (\$5,000,000) Dollars per occurrence.

Initials:

- 9.2 Each Party shall procure and maintain at its own cost during the entire term of this Agreement Automobile Insurance for owned and/or leased vehicles as required by the laws of the Province of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third-party liability shall be \$10,000,000 inclusive per occurrence for bodily injury, or death of another, or loss of damage to property of another.
- 9.3 Prior to the commencement of the Term, the Service Provider will forward to the TNRD a certificate of insurance including insuring agreements acceptable to the TNRD acting reasonably. Should the insurance policies under which the insurance certificate is drawn expire during the Term of this Agreement or any extension or renewal thereof, the Service Provider will forward a renewal insurance certificate to the TNRD 30 days prior to the expiry of said insurance policies, in a form satisfactory to the TNRD, acting reasonably.
- 9.4 Should the Service Provider fail to supply the insurance certificate prescribed by this Agreement, then this Agreement may be immediately terminated by the TNRD, for cause.
- 9.5 All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and must include a provision that coverage may not be cancelled or amended in any way unless 30 days' written notice has been given to the TNRD.

10. <u>INDEMNIFICATION</u>

- 10.1 The TNRD hereby indemnifies and saves harmless the Service Provider and its elected officials, officers, employees and agents from and against all manner of actions, causes of action, suits, claims, demands, costs (including legal fees), expenses, or liabilities of any nature whatsoever and by whomsoever brought (collectively, a "Claim"), which the Service Provider may incur, suffer or be put to, arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the TNRD or any breach by the TNRD of any of its obligations, representations, warranties, covenants or obligations under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the Service Provider or any breach by the Service Provider of any of its obligations, representations, warranties, covenants or obligations under this Agreement.
- 10.2 The Service Provider hereby indemnifies and saves harmless the TNRD and its elected officials, officers, employees and agents from and against all Claims which the TNRD may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the Service Provider or any breach by the Service Provider of any of its obligations, representations, warranties, covenants or obligations under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the TNRD or any breach by the TNRD of any of its obligations, representations, warranties or covenants under this Agreement.



11. REPRESENTATIONS AND WARRANTIES

- 11.1 Each party represents and warrants to the other party, and covenants with the other party that:
 - (a) it has the legal capacity and power to enter into this Agreement and to comply with and perform every term and condition of this Agreement;
 - (b) all necessary proceedings have been taken to duly authorize it to enter into and to execute and deliver this Agreement; and
 - (c) this Agreement has been properly executed and delivered by it, and is binding on it in accordance with its terms.

12. FORCE MAJEURE

- 12.1 A party will not be liable for any loss or damage suffered or incurred by the other party arising from the first party's delay in performing or failure to perform any of its obligations under this Agreement to the extent that, and for so long as, such delay or failure results from an event of Force Majeure, provided that:
 - (a) the same arises without the fault or negligence of the party claiming Force Majeure, and the affected party notifies the other party within three days of becoming aware of such event and the manner and extent to which its performance of its obligations are likely to be prevented or delayed; and
 - (b) the occurrence of a Force Majeure event will not have the effect of discharging or postponing the affected party's payment obligations hereunder.
- 12.2 Each party will use its reasonable efforts to minimize the effects of any event of Force Majeure.
- 12.3 If an event of Force Majeure lasts for twelve or more months, either party may terminate this Agreement effective immediately.

13. NOTICES

13.1 Where this Agreement requires or permits a notice, demand, or other communication to be given or served by either party to the other, such notice, demand or other communication must, unless otherwise specifically provided herein, be given or served in writing and forwarded to the respective party at the address given in this Agreement, provided that either party may change its address by giving the other prior notice of a change of address.

Initials:

13.2 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received the addressee, if served personally, on the date of the such personal service or, if delivery by mail, fax or email, when received. The address for delivery will be as follows:

THOMPSON-NICOLA REGIONAL DISTRICT

Attn: Jason Tomlin, Manager of Fire Protection Services

300-465 Victoria Street Kamloops, BC V2C 2A9

Phone: 250-377-2598 Fax 250-372-5048 Email: fireprotectionservices@tnrd.ca

DISTRICT OF BARRIERE

Attn: Alexis Hovenkamp, Fire Chief

4587 Barriere Town Road PO Box 299

Barriere, BC V0E 1E0

Ph: 778-220-1711 Fax: 250-672-9701

Email: <u>firesafety@barriere.ca</u>

CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 13.3 The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - (a) was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - (b) was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - (c) was approved in writing for disclosure, without restriction, by the disclosing party;
 - (d) is required to be disclosed by operation of law or regulation to which either party is subject, notice of such requirement of disclosure to first be provided to the party which owns the Confidential Information, wherever possible; or
 - (e) was developed by either party independently, without a breach of any duty of confidence.
- 13.4 Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information in connection with the management or review of this Agreement or delivery of Services hereunder.

13.5 Upon termination of this Agreement or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

14. **GENERAL PROVISIONS**

- 14.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors, heirs, executors, administrators, representatives, and permitted assigns.
- 14.2 No amendment or variation of the terms, conditions, covenants, agreements or undertakings in this Agreement will be of any force or effect unless it is in writing and executed by the authorized signatories of each party.
- 14.3 The rights, powers, and remedies of the parties provided in this Agreement are cumulative and not exclusive of any right, power, or remedy that may be available to the parties at law or in equity.
- 14.4 Each party agrees to execute such further and other documents and instruments and will do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.
- 14.5 Nothing contained in this Agreement may be construed to create or constitute a partnership between the parties or authorize one party to act as an agent for the other party except as specifically expressed herein.
- 14.6 If any provision of this Agreement is judged invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, provided that if the intent of the parties is not thereby preserved then the parties will negotiate in good faith a replacement for the invalid, illegal, or unenforceable provision that is consistent with the original intent of the parties.
- 14.7 Subject to a *Force Majeure* event, time will be of the essence in the performance of each obligation under this Agreement.
- 14.8 This Agreement may not be assigned by a party without the prior written consent of the other party.
- 14.9 No consent or waiver, express or implied, by a party relating to any breach or default by another under this Agreement:
 - (a) will be valid unless it is in writing and stated to be a consent or waiver pursuant to this section:
 - (b) can be relied on as a consent to or waiver of any other breach or default of the same or any other nature;



THOMPSON NICOLA REGIONAL DISTRICT

- (c) constitutes a general waiver under this Agreement; or
- (d) eliminates or modifies the need for a specific consent or waiver under this section in any other or subsequent instance.
- 14.10 Notwithstanding the expiry or earlier termination of this agreement, Section 10 (Indemnification) shall survive and remain binding on the Parties and their successors.
- 14.11 This Agreement may be signed by the Parties in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT OF BARRIERE

by its authorized signatories:	by its authorized signatories:
BARBARA RODEN BOARD CHAIR	ROB KERSLAKE MAYOR
MARNIE JEREMIAH CORPORATE OFFICER	DANIEL DREXLER CHIEF ADMINISTRATIVE OFFICER

Initials:

SCHEDULE "A"

SERVICES AND SPECIAL PROVISIONS

The Services provided by the Service Provider under this Agreement comprise the following:

STRUCTURAL FIRE PROTECTION SERVICE

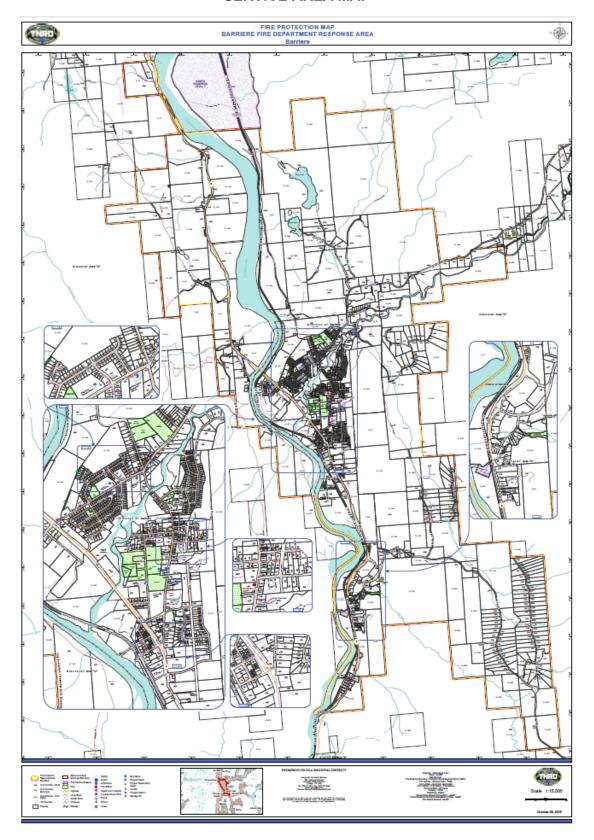
- 1. The fire protection service shall be provided within the local service area on a 24-hour basis from the Fire Hall, utilizing apparatus and equipment contained therein and provided by the Service Provider Fire Department.
- 2. The Service Provider Fire Department resources in the local service area under this agreement will be under the sole direction of the Fire Chief.
- 3. The Service Provider will be pursuant to the British Columbia Fire Service Minimum Training Standards and is deemed to be the "Authority Having Jurisdiction" as per the B.C. Structure Firefighter Minimum Training Standards.
- 4. The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate fire protection service is at the sole discretion of the Fire Chief or designate.
- 5. The Fire Chief will have control, direction and management of all firefighting personnel and apparatus and of all fire protection and safety measures at a fire in the Local Service Area. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a building or area in the Local Service Area in an emergency arising from a threat to life and safety, where in the Fire Chief's sole discretion there is a danger to life or property, and may order the demolition of any building or part of a building in order to prevent the spread of a fire or damage to person or property.
- 6. The Fire Chief may order the suspension of the use of water in the Local Service Area for purposes other than firefighting during an emergency.
- 7. The Fire Chief will submit a Fire Investigation report as laid out in the Fire Safety Act.
- 8. In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the Fire Department.
- 9. The fire protection service provided by the Service Provider will be dependent on the water available at the site of the fire incident.
- 10. The Fire Chief, at the request of the TNRD, will inspect property as laid out in the *Fire Safety Act*.
- 11. The TNRD will not be obliged to provide water, pipeline, hydrants and similar facilities to the Local Service Area.

Initials:

CONDITIONS OF SERVICE

- 1. The Service Provider and the TNRD acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Local Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Local Service Area.
- 2. The TNRD will be responsible for providing current mapping that shows house points and roads within the Local Service Area receiving fire protection service and it shall be the TNRD's responsibility to ensure the accuracy of the mapping and to provide updates annually or at request of the Fire Chief. The mapping will be made available in both digital and printed formats.
- 3. The Service Provider Fire Department may not respond to areas where access routes do not provide roads/culverts/bridges sufficient to support firefighting apparatus, where access routes are not clear of ice and snow, or where there is a lack of turn around facilities for any dead end portion of an access road more than ninety (90) metres in length.
- 4. The TNRD delegates authority to the Service Provider and members of the Service Provider fire department to enter private land for the purposes of firefighting and fire protection as set out in this Agreement, the *Fire Safety Act* and in the Service Provider's fire operation bylaws, policies, guidelines, etc.

SCHEDULE "B" SERVICE AREA MAP





SCHEDULE "C"

ANNUAL FEES

Throughout the term of this agreement the TNRD shall pay to the Service Provider by August 31st of each year, the following operating contributions:

Year	Annual Fee
2025	\$51,470
2026	\$64,337
2027	\$80,421
2028	\$100,527
2029	\$125,659



THOMPSON-NICOLA REGIONAL DISTRICT STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT



DISTRICT OF BARRIERE

This AGREEMENT is dated for reference th	ie <u>&</u>	Ψ.Λ day of _	may	, 2017

BETWEEN: THOMPSON-NICOLA REGIONAL DISTRICT

300 – 465 Victoria Street Kamloops, BC, V2C 2A9

(the "TNRD")

AND: DISTRICT OF BARRIERE

PO Box 219

4936 Barriere Town Road Barriere, BC V0E 1E0

(the "District")

for the provision of Fire Protection services by the District of Barriere within the Local Service Area (the "services").

DISTRICT OF BARRIERE RESPONSIBILITIES

- 1. During the Term of this Agreement, the District of Barriere will perform the services as outlined in Schedule "A" attached to and forming a part of this Agreement:
- 2. The District of Barriere will perform the services safely and with a high standard of care, skill and diligence.
- 3. The District of Barriere will supply all labour, equipment, materials necessary to provide the services.
- 4. The District of Barriere is solely responsible for monitoring the acts and conduct of its officers, directors, agents, representatives and employees and any other person.
- 5. The District of Barriere will not cause or permit anything to be done in the provision of these services that is likely to endanger persons or property, and will promptly take all steps which may reasonably be required by the TNRD to protect persons or property.
- 6. The District of Barriere will provide to the TNRD a written report outlining all: (a) incidents that result in property loss, property damage, or bodily injury (including death); or (b) damage or defects in, on or to the location immediately upon becoming aware of same.
- 7. The District Council and the Regional District Board, as directed in Letter's Patent upon the incorporation of the District of Barriere, have duly enacted any required bylaws and have passed any required resolutions to authorize such an agreement between the parties.

DELEGATION OF AUTHORITY

8. The Regional District delegates authority to the District and members of the District fire department to enter private land for the purposes of firefighting and fire protection as set out in this Agreement and in the District's fire operation bylaws, policies, guidelines, etc.

DEFINITIONS

- 9.1 <u>"Fire Chief"</u> means the person appointed from time to time as the Fire Chief of the District or designate authorized by the Fire Chief to act on his behalf, or the senior ranking member of the District Fire Department present at the fire.
- 9.2 <u>"Fire Protection Service"</u> means a structural firefighting service made up of apparatus, equipment and personnel required to provide an effective structural firefighting response to incidents. The suppression of Forest Fires is excluded from this Service.
- 9.3 <u>"Local Service Area"</u> means the Local Service Area of the TNRD established by Electoral Area "O" (Lower North Thompson) Fire Protection Grant-In-Aid Local Service Area Bylaw No. 1349 and as amended from time to time.
- 9.4 <u>"Playbook"</u> means the most current edition of the British Columbia Fire Service Minimum Training Standards, Structure Firefighters Competency and Training document.

PAYMENT

- 10. The TNRD will pay the District of Barriere for the services detailed in this Agreement at the rates as set out in Schedule "B" attached.
- 11. The District's Fire Department's cost of operation includes an administrative support service charge that includes costs for liability and fire insurance and accounting, legal, data, processing, personnel, and legislative services and must only be applied to operating costs, including the amortization and depreciation of capital improvements and excludes hydrant costs;
 - 11.1 The District agrees to advise the Regional District, no later than June 15th of each year during the term of this Agreement, of the following:
 - Number of callouts by the District to the local service area for the previous twelve month period.
 - Disposition of funds received from the Regional District.
 - 11.2 The Regional District will pay to the District the amount payable under this Agreement no later than August 31st in each year during the term of this Agreement.

INSURANCE

12. Prior to the commencement of the Term, the District of Barriere will forward to the TNRD a certificate of insurance, acceptable to the TNRD.



INSURANCE (Cont'd)

13. All required policies of insurance must be issued by insurers duly authorized by law to do business in the Province of British Columbia and must include a provision that coverage may not be cancelled or amended in any way unless Thirty (30) days written notice has been given to the TNRD.

INDEMNIFICATION

- 14. The District of Barriere hereby waives all claims against the TNRD, its officials, employees and agents (collectively, the "released parties") and releases the released parties from any and all liability and claims for all injury, death, loss, damage and expense of any kind that the District of Barriere or any other person may suffer as a consequence of or in connection with the District of Barriere's provision of Fire Protection Services. This release and waiver shall survive expiry or sooner cancellation of this agreement.
- 15. The District of Barriere hereby agrees to unconditionally indemnify and save harmless the released parties from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions (including all settlement amounts and costs, as well as full indemnity for legal fees and disbursements) which may arise as a consequence of or in connection with, any fault, act, failure to act or negligence of the District of Barriere whatsoever in connection with the provision of Fire Services as detailed in this agreement. This indemnity will survive the expiry or sooner cancellation of this agreement.

TERM

16. This Agreement will commence on the 1st day of January, 2018, and will remain in effect until the 31st day of December, 2022 (the "Term") at which time a review of the Payment Rates, as outlined in Schedule "B" will be renegotiated as part of the renewal process.

TERMINATION OR SUSPENSION OF SERVICES

- 17. The TNRD may, for any reason, in its sole discretion and at any time, suspend the services for a specified or unspecified time by providing written notice to the District of Barriere. Upon receiving such notice, the District of Barriere shall immediately suspend all services hereunder within TNRD Local Service Area.
- 18. Whenever the District of Barriere fails to perform or observe any of the covenants, agreements, provisions, conditions or provisos contained in this Agreement, and the failure continues for or is not remedied within Five (5) days after the giving of written notice by the TNRD to the District of Barriere, the TNRD may terminate this agreement, with cause, on immediate written notice. Any such termination will be without prejudice to any of the TNRD's legal rights and remedies against the District of Barriere, including the right of set off.
- 19. This Agreement may be terminated by either party to this Agreement, without cause, by providing the other party with Sixty (60) days written notice. Any such termination by the TNRD will be without prejudice to any of the TNRD's legal rights and remedies against the District of Barriere, including the right of set off.



GENERAL PROVISIONS

- 20. This Agreement embodies the entire agreement between the parties with regard to the matters contained herein. There are no representations, warranties, terms, conditions, undertakings or collateral agreements expressed or implied between the parties, other than those expressly set forth in this Agreement.
- 21. This Agreement will be governed by and construed in accordance with the laws of the Government of Canada and the Province of British Columbia and with all bylaws, policies, rules and requirements of the TNRD.
- 22. The parties may at any time amend the terms and conditions of this Agreement, in writing. For greater certainty, no amendment of or departure from the terms and conditions of this Agreement will become effective unless evidenced in writing.
- 23. None of the Services to be performed by the District of Barriere may be contracted out by the District of Barriere without the prior written consent of the TNRD.
- 24. The District of Barriere may not assign this Agreement or any part thereof without the prior written consent of the TNRD.
- 25. This Agreement will be binding upon the parties and their respective successors, heirs and permitted assigns.
- 26. In the event that any provision of this Agreement is deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or parts thereof, will be and remain in full force and effect.
- 27. No failure on the part of the TNRD to exercise any right or remedy in respect of this Agreement will operate as a waiver thereof, unless it is in writing and signed by the TNRD.
- 28. Any notice required to be given must be delivered or mailed to the address specified in this agreement and notice will be deemed to be received 72 hours after mailing.
- 29. The parties hereto acknowledge and agree that this Agreement is intended to be a contract for the Services only and does not create an employer/employee relationship, agency relationship, joint venture or partnership between them and at all times the District is and is intended to be an independent entity.
- 30. No waiver of any term or condition in this Agreement or breach of any term or condition in this Agreement is effective unless it is in writing, and no waiver of a breach is to be construed as a waiver of any future breach.
- 31. This Agreement is the entire agreement between the parties and supersedes all prior written and oral agreements, representations, and statements entered or exchanged by the parties.
- 32. This Agreement replaces any previous agreement between the parties dealing with the provision of firefighting, fire protection or fire prevention services to the Local Service Area or any part of it.



CONFIDENTIALITY AND PROTECTION OF PRIVACY

- 33. The parties acknowledge and agree that, in the performance of this Agreement, each may be required to have access to information that is confidential or proprietary in nature to the other party ("Confidential Information"). Confidential Information will not include any information that:
 - Was in the public domain or was created or disclosed for the purpose of being in the public domain;
 - Was disclosed to a party by a third party, without breach of any duty of confidentiality;
 - Was approved in writing for disclosure, without restriction, by the disclosing party;
 - Is required to be disclosed by operation of law or regulation to which either
 party is subject, notice of such requirement of disclosure to first be provided
 to the party which owns the Confidential Information, wherever possible; or
 - Was developed by either party independently, without a breach of any duty of confidence.
- 34. Neither party will disclose Confidential Information to anyone other than to a designated representative of the party who requires the Confidential Information to perform the Fire Protection Services described in this Agreement.
- 35. All Confidential Information disclosed by one party to the other party, or to the other party's designated representatives, shall remain the sole and exclusive property of the disclosing party, regardless of how the Confidential Information is represented, stored, produced or acquired.
- 36. Upon completion of the term of the Fire Protection Services Agreement, or the termination of this Agreement, or at the request of either party, all Confidential Information of the disclosing party shall be promptly returned, or if requested and not prohibited by a legal requirement, destroyed, including all copies, notes and summaries in the receiving party's possession or in the possession of any of its designated persons.

NOTICES, DEMANDS AND OTHER COMMUNICATIONS

- 37. Where this Agreement requires or permits a notice, demand, or other communication to be given or served by either party to the other, such notice, demand or other communication must be given or served in writing and forwarded to the respective party at the address given in this Agreement, provided that either party may change its address by giving the other prior notice of a change of address.
- 38. Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivery by mail, fax or email, when received. The address for delivery will be as follows:



NOTICES, DEMANDS AND OTHER COMMUNICATIONS (Cont'd)

THOMPSON-NICOLA REGIONAL DISTRICT

300-465 Victoria Street Kamloops, BC V2C 2A9

Phone: 250-377-8673 Fax 250-372-5048

Email: jtomlin@tnrd.ca

DISTRICT OF BARRIERE

PO Box 219 4936 Barriere Town Road Barriere, BC V0E 1E0

Phone: 250-672-9751 Fax: 250-672-9708

Email: inquiry@barriere.ca

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

THOMPSON-NICOLA REGIONAL DISTRICT,

by its authorized signatories:

DISTRICT OF BARRIERE

by its authorized signatories:

JOHN RANTA, BOARD CHAIR

VIRGINIA SMITH, MAYOR

CAROLYN BLĄCK, CORPORATE OFFICER

COLLEEN HANNIGAN XAO





THOMPSON-NICOLA REGIONAL DISTRICT STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT



DISTRICT OF BARRIERE SCHEDULE "A" SERVICES AND SPECIAL PROVISIONS – Page 1

The District of Barriere will perform the following services throughout the term of this Agreement:

FIRE PROTECTION SERVICE

- The Fire Protection Service shall be provided within the Local Service Area on a 24-hour basis from the District Fire Hall, utilizing apparatus and equipment contained therein and provided by the District Fire Department.
- 2. The District Fire Department resources in the Local Service Area under this agreement will be under the sole direction of the District Fire Chief.
- 3. The District is deemed to be the "Authority Having Jurisdiction" as per the Playbook and will train pursuant to the British Columbia Fire Service Minimum Training Standards.
- 4. The number of firefighters and the type of apparatus and equipment deemed necessary to provide adequate Fire Protection Service is at the sole discretion of the District Fire Chief or designate. Provision of additional fire apparatus or equipment shall be at the sole discretion of the Fire Chief and may be limited in such a manner not to breach the responsibility to residents and property owners within the Local Service Area and its insurers.
- 5. The Fire Chief will have control, direction and management of all firefighting personnel and apparatus and of all fire protection and safety measures at a fire in the Local Service Area. Without limiting the generality of the foregoing, the Fire Chief may order the evacuation of a premise or premises in the Local Service Area in an emergency arising from an imminent fire or explosion, where in the Fire Chief's sole discretion there is a danger to life or property, and may order the demolition of any building or part of a building in order to prevent the spread of a fire or damage to person or property.
- 6. The Fire Chief may order the suspension of the use of water in the Local Service Area for purposes other than firefighting during an emergency.
- 7. In the event of simultaneous fire emergencies, the Fire Chief will have sole discretion as to the deployment of personnel and apparatus of the District Fire Department. The District shall not be held liable in any manner whatsoever for the decision of the Fire Chief concerning this provision.
- 8. The Fire Protection Service provided by the District will be dependent on the water available at the site of the fire incident.
- 9. The Fire Chief, by request to the Regional District and on approval of the Regional District, may inspect property for hazardous conditions.
- 10. The Regional District will not be obliged to provide water, pipeline, hydrant and similar facilities to the Local Service Area.





THOMPSON-NICOLA REGIONAL DISTRICT STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT



DISTRICT OF BARRIERE SCHEDULE "A" SERVICES AND SPECIAL PROVISIONS – Page 2

CONDITIONS OF SERVICE

- 1. The District and the Regional District acknowledge that where applicable, neither party has jurisdiction with respect to the standard of construction or maintenance of the water supply system in the Local Service Area, or financial responsibility for the installation or maintenance of water supply systems or hydrants in the Local Service Area.
- 2. Inspection of existing buildings and new construction within the Local Service Area is the responsibility of the Regional District where applicable.
- 3. The Regional District will be responsible for providing current mapping that shows house points and roads within the Local Service Area receiving Fire Protection Service and it shall be the Regional District's responsibility to ensure the accuracy of the mapping and to provide updates as new developments or changes occur.
- 4. The District Fire Department may not respond to areas where access routes do not provide roads/culverts/bridges sufficient to support firefighting apparatus, where access routes are not clear of ice and snow, or where there is a lack of turn around facilities for any dead end portion of an access road more than ninety (90) metres in length.
- 5. The Regional District delegates authority to the District and members of the District fire department to enter private land for the purposes of firefighting and fire protection as set out in this Agreement, the Fire Services Act and in the District's fire operation bylaws, policies, guidelines, etc.





THOMPSON-NICOLA REGIONAL DISTRICT STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT DISTRICT OF BARRIERE



SCHEDULE "B" PAYMENT RATES

Throughout the term the TNRD will pay the District of Barriere the following for performance of the services outlined in this Agreement:

OPERATING - PAYMENT RATES		
Year 2018	\$42,000	
Year 2019	\$42,840	
Year 2020	\$43,700	
Year 2021	\$44,575	
Year 2022	\$45,470	

The above payments are based on the operating budget submission for 2017 and represent the TNRD's contribution of approximately 33%, which is the amount representing the regional district's share of operational cost of the service.

Future years are based on an anticipated inflation of 2% per annum, using 2017 as a base year.

Should proportionate assessment values as reported by BC Assessment change significantly during the above years then either party may ask to have the scheduled payments adjusted to more accurately reflect the TNRD's share of operational costs.

Contributions to capital infrastructure or significant additional costs not anticipated in the 2017 budget submission adjusted for inflation that may arise directly related to the services during the term may be negotiated separate from this agreement.





THOMPSON-NICOLA REGIONAL DISTRICT STRUCTURAL FIRE PROTECTION SERVICE AGREEMENT DISTRICT OF BARRIERE



SCHEDULE "C" LIABILITY INSURANCE



Assessment Department Location Mailing Address 6951 Wes

PO Box 5350 Station Terminal Vancouver BC V6B 5L5

6951 Westminster Highway

Richmond BC V7C 1C6 www.worksafebc.com

Clearance Section

Telephone 604 244 6380 Toll Free within Canada 1 888 922 2768 Fax 604 244 6390

Thompson-Nicola Regional District 300-465 victoria Street KAMLOOPS, BC V2C 2A9 April 20, 2017

Person/Business: DISTRICT OF BARRIERE 053582 AQ(057)

This letter provides clearance information for the purposes of Section 51 of the *Workers Compensation Act*.

We confirm that the above-referenced firm is active, in good standing, and has met WorkSafeBC's criteria for advance clearance. Accordingly, if the addressee on this letter is the prime contractor, the addressee will not be held liable for the amount of any assessment payable for work undertaken by the above-referenced firm to **July 01, 2017.**

This firm has had continuous coverage with us since December 30, 1968.

Employer Service Centre Assessment Department

Clearance Reference # : C129518696

CLRAAA