

THOMPSON-NICOLA REGIONAL DISTRICT
CITY OF MERRITT
STRUCTURE FIRE PROTECTION SERVICE AGREEMENT

This AGREEMENT 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: CITY OF MERRITT

2185 Voght Street
PO Box 189
Merritt, BC V1K 1B8]

(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.2783; 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. INTERPRETATION

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”;

Initials: _____

- (b) **Bylaw No. 2779** means the TNRD *Fire Protection Services Regulatory Bylaw No. 2779, 2022*;
- (c) **Bylaw No. 2783** means the TNRD *Electoral Area “M” (Beautiful Nicola Valley – North and Electoral Area “N” (Beautiful Nicola Valley – South) Fire Protection Local Service Area Amendment Bylaw No. 2783, 2022*;
- (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 his or her behalf;
- (e) **“Fire Code”** means the British Columbia Fire Code, as amended or replaced from time to time;
- (f) **“Fire Department”** means the Merritt 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 Services Act*, RSB 1996, c 144 and the *Fire Safety Act*, SBC 2016, c 19 (when or if the latter comes into force);
- (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. 1567 as amended by Bylaw 2783 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

- (l) **“Start Date”** means **January 1, 2024**

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;
- (c) Schedule C – Annual Fee; and
- (d) Schedule D – Liability Insurance.

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 be provided at the “Exterior Operations” 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 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.
- 2.4 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.
- 2.5 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.
- 2.6 The Fire Chief may, in his or her 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.
- 2.7 The Service Provider will provide an annual report to the TNRD on its emergency response activities within the Service Area and Post Incident Reports within 48 hrs of each call that is required to be reported to the Office of the Fire Commissioner by the TNRD.
- 2.8 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;
- (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.

2.9 The Services provided by the Service Provider will be dependent on the water available at the site of the fire incident

2.10 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 “D”.
- 4.2 Any additional costs associated with a mutual aid, 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.

5. REDUCTION OR INTERRUPTION 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. DISPUTE RESOLUTION

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.

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. The required form of insurance certificate, specifying the minimum insurance coverage required by the TNRD, is attached hereto as Schedule "D" and is to be completed by the Service Provider's insurer. 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. INDEMNIFICATION

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.

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

CITY OF MERRITT
Attn: David Tomkinson, Fire Chief
1799 Nicola Avenue
PO Box 189
Merritt, BC V1K 1B8
Ph: 250-378-5626
Email: dtomkinson@merritt.ca

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;
 - (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.

THOMPSON-NICOLA REGIONAL DISTRICT,
by its authorized signatories:

CITY OF MERRITT
by its authorized signatories:

BARBARA RODEN, BOARD CHAIR

MICHAEL GOETZ, MAYOR

GREG LOWIS, CORPORATE OFFICER

**CYNTHIA WHITE, Chief Administrative
Officer**

SCHEDULE “A”

SERVICES

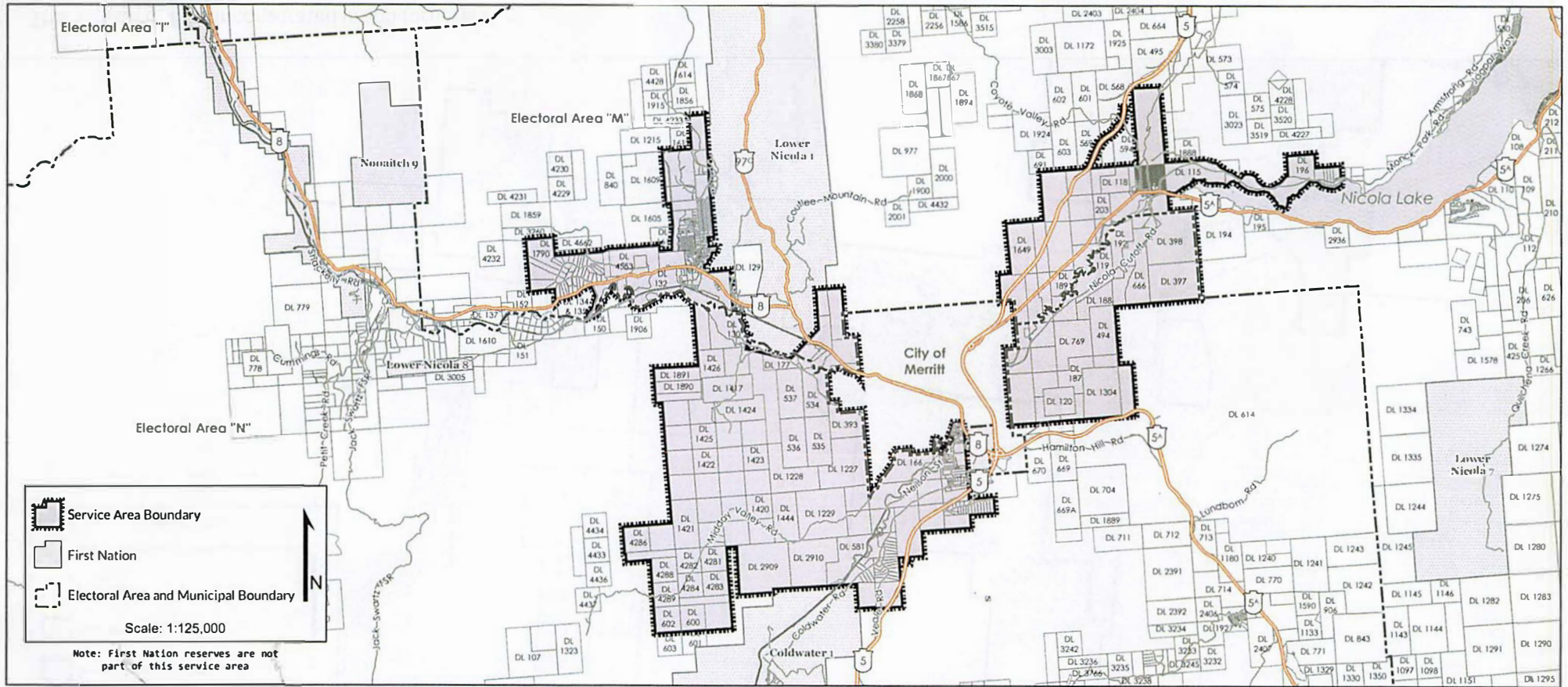
The Services provided by the Service Provider under this Agreement comprise the following:

STANDARD ZONES RESPONSE GUIDELINES	TNRD ME02	
AIRCRAFT CRASH	C1, C2, E2, R1, WT	Task # Required
AIRPORT BACK UP (ROUTINE)	N/A	No Service Provided
AIRPORT BACK UP (EMERGENCY)	N/A	No Service Provided
BOMB THREAT	N/A	No Service Provided
CARBON MONOXIDE ALARM	N/A	No Service Provided
CHIMNEY FIRE	C1, C2, E2, WT	
DANGEROUS GOODS - FUEL SPILL	N/A	No Service Provided
DANGEROUS GOODS - GAS VAPOUR	N/A	No Service Provided
DANGEROUS GOODS - HAZMAT CONFIRMED	N/A	No Service Provided
DANGEROUS GOODS - HAZMAT GRADUATED	N/A	No Service Provided
FIRE ALARM - COMMERCIAL	C1, C2, E2, WT	
FIRE ALARM - RESIDENTIAL	C1, C2, E2, WT	
FIRE BURNING COMPLAINT	N/A	No Service Provided
GARBAGE BIN FIRE	C1, C2, E2	
INTERFACE FIRE - HIGH EXTREME	C1, C2, E2, BT1, WT	
INTERFACE FIRE - MODERATE LOW	C1, C2, E2, BT1, WT	
LANDSCAPE FIRE	C1, C2, E2, BT1, WT	
LINES DOWN	N/A	No Service Provided
MEDICAL	N/A	No Service Provided
MEDICAL (ROUTINE)	N/A	No Service Provided
MISCELLANEOUS	C1, C2, E2	
MOTOR VEHICLE FIRE	C1, C2, E2, WT	
MOTOR VEHICLE INCIDENT	C1, C2, E2, R1	TASK # Required
MOTOR VEHICLE INCIDENT (ROUTINE)	C1, C2, R1	TASK # Required
PUBLIC SERVICE	N/A	No Service Provided
RESCUE	N/A	No Service Provided
RESCUE - CONFINED SPACE	N/A	No Service Provided
RESCUE - ICE	N/A	No Service Provided
RESCUE - ROPE	N/A	No Service Provided
RESCUE - RURAL	C1, C2, R1, E2	TASK # Required
RESCUE - WATER	N/A	No Service Provided
STRUCTURE FIRE COMMERCIAL	C1, C2, E2, WT	
STRUCTURE FIRE RESIDENTIAL	C1, C2, E2, WT	

SCHEDULE B – Service Area Map

Electoral Area "M" (Beautiful Nicola Valley – North) and Electoral Area "N" (Beautiful Nicola Valley – South)
Fire Protection Local Service Area Amendment Bylaw No. 2783, 2022

Schedule "A"



This Schedule "A" is incorporated in and forms part of
Bylaw No. 2783, 2022
Certified Correct:

Corporate Officer

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
2024	\$275,808
2025	\$293,735
2026	\$311,359
2027	\$326,927
2028	\$340,004

SCHEDULE "D"
LIABILITY INSURANCE
 Agreements/Lease/Permit/Contractors/Engineers/Consultants

INSURED

NAME: _____

ADDRESS: _____

BROKER

NAME: _____ BROKER CONTACT: _____

ADDRESS: _____

EMAIL: _____ PHONE: () - FAX: () -

This document certifies that the policies of insurance described below have been issued to the insured(s) named above and are in full force and effect.

TYPE OF INSURANCE	COMPANY & POLICY #	POLICY DATES		LIMITS OF LIABILITY / AMOUNTS	
		EFFECTIVE YYYY/MM/DD	EXPIRY YYYY/MM/DD		
Commercial General Liability including: <ul style="list-style-type: none"> • premises and operations liability • products or completed operations liability • blanket contractual liability • cross liability • occurrence property damage • hoist liability • contingent employers' liability • personal injury • liability with extension to non-owned licensed vehicles 				Bodily Injury & Property Damage \$ _____ Inclusive \$ _____ Aggregate \$ _____ Deductible	
In addition to this certificate, you may be required to provide a copy of the declaration page and policy wordings.					
Tenants Legal Liability				\$ _____	Limit
Umbrella/Excess Liability				\$ _____ \$ _____ \$ _____	Limits excess of General Liability excess of Automobile
Professional Liability/ Errors and Omissions				\$ _____ \$ _____ \$ _____	Each Claim & Aggregate Each Deductible

These policies shall not be cancelled or amended in any way without thirty (30) days written notice by registered mail to:

Thompson-Nicola Regional District
Attention: Finance
 300 - 465 Victoria Street, Kamloops, BC V2C 2A9

 Authorized to Sign on Behalf of Insurers

 Date

 Print or Type Name