

REGIONAL DISTRICT OF NANAIMO

**BOARD MEETING
TUESDAY, MAY 23, 2006**

**CIRCULATED REPORT
FOR AGENDA**

PAGES

ADMINISTRATOR'S REPORTS

2-10 Nanaimo Fish and Game Club - Fire Protection Agreement (City of Nanaimo).
(All Directors – One Vote)



R D N		
CAO	(M)	GMES
GMCS		GMR&P
GMDS		GMRT&P
MAY 18 2006		
CHAIR		BOARD
Board		

MEMORANDUM

TO: C. Mason
Chief Administrative Officer

DATE: May 18, 2006

FROM: N. Avery
Manager, Financial Services

FILE:

SUBJECT: Nanaimo Fish and Game Club – Fire Protection agreement (City of Nanaimo)

PURPOSE:

To seek Board approval of an agreement between the City of Nanaimo (the City) and the Nanaimo Fish and Game Club (the Club) for the provision of municipal services outside of municipal boundaries.

BACKGROUND:

The City was the owner of a property at 1325 Nanaimo Lakes Road. The property was transferred to the Club some years ago and the City agreed to provide fire protection services to the Club for an annual fee of \$250. The agreement has expired and the City wishes to renew the agreement for a further five years. Section 13 of the Community Charter now requires that a Regional District provide its consent where a municipality provides a service in an area outside of the municipality. Correspondence from the City and a copy of the agreement are attached.

ALTERNATIVES:

1. Consent to the City providing fire protection services to the Nanaimo Fish and Game Club.
2. Do not consent to the service agreement.

FINANCIAL IMPLICATIONS:

Alternative 1

The agreement is between the City of Nanaimo and the Club. All costs related to the agreement will be settled between the City and the Club. On the question of indirect liability, our solicitor advises that there are no liability implications for the Regional District by providing its consent.

Alternative 2

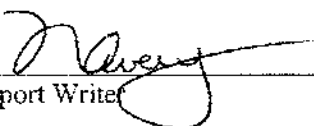
The property is just outside City boundaries, isolated, contains meeting space and is actively used by Club members; therefore, it is important that the property be protected. There are no other practical options for the Club and its members. The current arrangement has been in place for some years and is supported by the City.

SUMMARY/CONCLUSIONS:


The City of Nanaimo has requested our consent to an agreement between the City and the Nanaimo Fish and Game Club, to provide fire protection services to the Club's property on Nanaimo Lakes Rd. The agreement imposes no liability or financial obligations on the Regional District and staff recommend that consent be provided as requested.

RECOMMENDATION:

That correspondence be sent to the City of Nanaimo advising them that the Regional District consents to the City providing fire protection services to 1325 Nanaimo Lakes Rd. as outlined in an agreement between the City and the Nanaimo Fish and Game Club.



Report Writer



C.A.O. Concurrence

COMMENTS:



CITY OF NANAIMO

VANCOUVER ISLAND • BRITISH COLUMBIA

CAC		RDN	
GMCS	✓	GMES	
GMDS		GMR&P	
		GMRT&P	
MAY 11 2006			
CHAIR		BOARD	
<i>Howay - can you please prepare a short report for the May Board Mtg. This</i>			

2006-MAY-09

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N3

Attention: Ms. Carol Mason, Chief Administrative Officer

Re: Nanaimo Fish and Game Club Fire Services Agreement

Attached please find a copy of Fire Chief Ron Lambert's report and accompanying Fire Services Agreement between the City of Nanaimo and the Nanaimo Fish and Game Club.

As noted in the attached report, the City historically provided fire protection and suppression services to the Fish and Game Club; however, the contract has recently expired and requires renewal.

Since the property is in the jurisdiction of the Regional District, consent from the Regional District Board is required. It would be appreciated if the Board would consent to the City of Nanaimo providing fire protection to the Nanaimo Fish and Game Club situated at Parcel 'A' of Lot 1, Section 20, Range 8, Douglas District, Plan 3368 for a term to end 2011-DEC-31.

Should you have any questions regarding the above, please contact me at 755-4489.

Regards,

Karen Burley, Manager
LEGISLATIVE SERVICES

/dls

Attachments (6)

pc: A. W. Laidlaw, General Manager, Community Services
Chief R. Lambert, Nanaimo Fire Rescue

L:\CORR060509Fish&Game

FOR CITY MANAGER'S REPORT

REPORT TO A. LAIDLAW, GENERAL MANAGER, COMMUNITY SERVICES

FROM R. LAMBERT, FIRE CHIEF

RE: NANAIMO FISH AND GAME CLUB CONTRACT

BACKGROUND:

Historically, the City of Nanaimo has provided fire protection and suppression services to the Nanaimo Fish and Game Club located at 1325 Nanaimo Lakes Road. At one time the City owned this property but was turned over to the Fish and Game Association a number of years ago. While outside City boundaries, a contract to provide service has been in place since with an annual fee of \$250.00. The contract recently expired and requires renewal.

DISCUSSION:

The Nanaimo Fish and Game Club is a non-profit organization with many of its member's residents of the community. Requests for service have been minimal and Staff has no objection to continue with the service provision at the traditional remuneration level.

The contract was revised by the City's solicitor to reflect requirements under the Community Charter, to place the burden for additional resources in the event of a major incident on the Club and to minimize liability on the part of the City. Since the property is in the jurisdiction of the Regional District of Nanaimo, consent from the Regional District Board is required.

RECOMMENDATION:

That Council:

1. obtain consent from the Regional District Board, as per Section 13 of the Community Charter to provide fire protection to the Fish and Game Club situated at Parcel 'A' of Lot 1, Section 20, Range 8, Douglas District, Plan 3368; and
2. authorize the Mayor and the Director of Legislative Services to sign the Fire Services Agreement between the City of Nanaimo and the Nanaimo Fish and Game Club for a term to end December 31, 2011.

Respectfully submitted.



Ron Lambert
Fire Chief

Council
 Committee
 Open Meeting
 In-Camera Meeting
Meeting Date: 2006-MAY-08

CITY OF NANAIMO FIRE SERVICES AGREEMENT

(Nanaimo Fish and Game Club)

THIS AGREEMENT made as of the 2nd day of February 2006.

BETWEEN:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6

("City")

OF THE FIRST PART

AND:

NANAIMO FISH AND GAME CLUB
PO Box 211
Nanaimo, British Columbia
V9R 5K9

("Club")

OF THE SECOND PART

WHEREAS the City, under Sections 8(1) and 13 of the *Community Charter* the City may enter into agreements to provide services outside the boundaries of the municipality where the municipality has obtained the consent of the Regional District of Nanaimo;

AND WHEREAS the Club has requested the City to provide fire protection and suppression services to the Land outside the boundaries of the municipality on the terms and conditions hereinafter set out;

AND WHEREAS the City operates a Fire Department and is prepared to offer the services, but only under the terms and conditions hereinafter provided;

AND WHEREAS the Board of the Regional District of Nanaimo has consented to the City providing fire protection and suppression services to the Club as described in this Agreement;

NOW THEREFORE, in consideration of the covenants herein contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Club and the City do hereby covenant and agree each with the other as follows:

- 1) The City agrees to provide fire protection and suppression service to the land and improvements of the Club situated at Parcel 'A' (D.D. 99245-1) of Lot 1, Section 20, Range 8, Douglas District, Plan 3368, containing 19.847 acres, more or less (the "Land") under the terms of this Agreement.
- 2) The fire suppression service shall be provided by the City on a twenty-four hour basis from a fire station located within the City utilizing the staff and equipment then available from such fire station.
- 3) The fire suppression service provided by the City shall be dependent upon the available manpower and equipment at the fire station referred to in Section 2, and the water available at or carried to the Land.
- 4) The Club shall permit representatives of the Fire Department of the City to make fire prevention, fire investigation, fire equipment access, fire hydrant, and related inspections upon the Land upon twenty-four hours prior verbal or written notice. Fire cause investigations may be carried out at any time without notice following a fire on the Land. The Club shall comply with all directives resulting from inspections as carried out by the Fire Department.
- 5) The annual fee for the term of this Agreement is established at \$250.00.
- 6) The Club shall pay the City this fee on or before the 30th day of January in each year for the fire protection and suppression service to be provided during such calendar year.
- 7) In addition to the fee payable under section 5, the Club shall pay the full cost of any additional firefighting personnel or equipment that the City may, in its discretion, call in from a jurisdiction other than the City to assist in the suppression of a fire on the Land or so close to the Land as to threaten or endanger a building or structure on the Land.
- 8) This Agreement may be terminated by either party by providing thirty (30) days notice delivered to the address set out in section 14.
- 9) The Club shall indemnify, release and save harmless the City from any and all actions, causes of action, suits, demands, costs, fees and expenses whatsoever which may arise as a consequence of the City entering into this Agreement, including without limitation arising from:
 - (a) a breakdown or malfunction of any vehicle or equipment;
 - (b) the act or omission of any officer or employee of the City or of another jurisdiction called for assistance under section 4; or

- (c) the insufficiency of water available at, or that may be carried to, the Land.
- 10) The fire protection and suppression service provided under this Agreement shall be under the exclusive control of the senior fire personnel of the City present at such fire, and no member of the Club shall interfere with the conduct of the firefighting but shall assist if requested to do so.
 - 11) The Club, insofar as it is able, grants to the fire personnel of the City attending at the fighting of any fire at the Club the right to break into, dismantle, damage or demolish any building or structure on the Land that in the opinion of the senior fire personnel of the City present at the fire must be broken into, dismantled, damaged or destroyed in order to prevent the spread of fire.
 - 12) Should the Club fail to make the payment as herein provided to the City on the date that the same is due, the City may, at its option, and upon 3 days' written notice to the Club, discontinue the services provided under this Agreement until payment has been made in full, together with interest on the balance from time to time owing at the rate of prime plus one percent per annum as set by the City's bankers.
 - 13) Time shall be of the essence of this Agreement.

Notice

- 14) It is hereby mutually agreed that:

any notice required to be given under this agreement will be deemed to be sufficiently given:

- (i) to be delivered at the time of delivery; and
- (ii) if mailed from any government post office in the province of British Columbia by prepaid registered mail addressed as follows:

if to the City:
455 Wallace Street
Nanaimo, British Columbia
V9R 5J6

if to the Club:
1325 Nanaimo Lakes Road
Nanaimo, British Columbia
V9X 1X8

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the

address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

- 15) Nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any statutes, bylaws, orders, or regulations.
- 16) This Agreement shall not be construed to create any greater standard of care of liability on the part of the City in respect of the supply of fire services to the Club than that which applies to the supply of such service to any other inhabitants of the City.
- 17) This Agreement shall continue in force until the 31st day of December 2011.
- 18) It is expressly agreed between the parties hereto that in the event of the Club's failure or neglect to fully and promptly observe and perform each and every term, covenant, condition, and provision of this Agreement, the City may in its discretion terminate this Agreement forthwith.

Binding Effect

- 19) This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

Waiver

- 20) The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

Headings

- 21) Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

Language

22) Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Cumulative Remedies

23) No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

Law Applicable

24) This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

IN WITNESS WHEREOF the parties, hereto have hereunto set their hands and signatures the day and year first above written.

THE CITY OF NANAIMO by its authorized signatories:)

Mayor)

Director of Legislative Services)

NANAIMO FISH AND GAME CLUB by its authorized signatories:)

Name)

Name)