



***Regular Council – Public
Hearing Agenda
Addendum #1***

Council Chambers
City Hall
13450 - 104 Avenue
Surrey, B.C.
Live streamed at surrey.ca
MONDAY, JANUARY 27, 2025
Time: 7:00 p.m.

Live streamed via the City's website www.surrey.ca

M. OTHER BUSINESS

1. CORPORATE REPORT

The following Corporate Report to be considered:

Item No. R017 Servicing Agreement with the Semiahmoo First Nation

CITY OF SURREY

OTHER BUSINESS



M

NO: R017

COUNCIL DATE: January 27, 2025

REGULAR COUNCIL

TO: **Mayor & Council**

DATE: **January 24, 2025**

FROM: **Fire Chief
City Solicitor**

FILE: **0440-20
(Semiahmoo)**

SUBJECT: **Servicing Agreement with the Semiahmoo First Nation**

RECOMMENDATION

The Fire Chief and the City Solicitor recommend that Council:

1. Receive this report for information; and
2. Authorize the Mayor and City Clerk to execute the Fire Protection Services Agreement (the “Agreement”) with Semiahmoo First Nation which will be substantially in the same form as the draft attached as Appendix “I” to this report.

INTENT

The purpose of this report is to provide an overview for Council and obtain approval for the Mayor and City Clerk to enter into the Agreement with the Semiahmoo First Nation (“SFN”) for a period of five years with four subsequent five year renewal periods.

BACKGROUND

The SFN is a First Nations Band with governance authority under federal law and rights of a self-governing nation. SFN’s reserve lands are situated between the following City of Surrey boundaries: south of 8th Avenue, north of the Pacific Ocean, east of Maple Street and west of Highway 99, a map illustrating the approximate area of the said lands is attached as Appendix “II” to this report.

Surrey Fire Service (“SFS”) has been providing fire services to the residents and reserve lands of the SFN as a matter of practice; however, the parties have never formalized the provision of fire services.

DISCUSSION

The Agreement intends to formalize the current practice. The Agreement establishes a fixed fee schedule and clarifies responsibilities of each of the parties including liability limitations. Although the Agreement is for a duration of five years with subsequent renewals, there is a mutual termination clause that may be invoked by either party on six months’ written notice.

Pursuant to the Agreement, the City is primarily responsible for fire services on the SFN reserve lands. More particularly, the Agreement provides that the City will:

- provide fire services to SFN of the same quality and quantity, having regard to the different characteristics of the reserve lands as compared to non-reserve lands within the City of Surrey;
- not be liable for losses, costs, damages, claims or expenses arising from or in connection with a temporary interruption or reduction in services;
- not be responsible for wildfire suppression and non-emergency open-burning complaints; and
- not be responsible for providing services if the Fire Chief determines that the site or building to be serviced is unsafe or unfit for service or if the infrastructure available does not meet the City's safety or engineering standards.

The Agreement also grants the City access over the reserve lands for servicing, inspection, or otherwise ensuring compliance with the Agreement.

Obligations of the SFN in accordance with the Agreement include the requirements to:

- pay the City for fire services at the rates set out in the Agreement, which rates are subject to annual review;
- provide to the City various maps, site plans, infrastructure information, and other information as is reasonably required by the City to provide the service;
- ensure new construction will meet the current BC Building Code;
- promptly notify the City of certain inspections, new construction, and malfunctioning of fire hydrants;
- maintain in good working order all infrastructure necessary for the provision of services including fire hydrants and water distribution lines;
- comply with the City's Fire Service Bylaw and all applicable provincial and federal regulations;
- indemnify the City in the event of loss or claim (except where in connection with the City's breach of the Agreement or negligence); and
- maintain commercial general liability insurance.

While the informality of the current fire protection services is functional, the above elements of a formal written agreement have not been present in the City's current arrangement. The Agreement is mutually beneficial for the parties by setting out clearly the scope of fire services and the conditions in which those services are provided by the City, which are akin to the arrangement with residents within the City of Surrey on non-reserve lands. Clarifying mutual rights and responsibilities reduces the safety risks inherent in fire protection services. Entering into the Agreement also reinforces the positive working relationship between SFN and the City for the benefit of their residents.

CONCLUSION

The Fire Chief and the City Solicitor recommend that Council authorize the Mayor and City Clerk to execute the Agreement.

Larry Thomas
Fire Chief

Philip C.M. Huynh
City Solicitor

Appendix "I": Fire Protection Services Agreement
Appendix "II": Map of the SFN Reserve

FIRE PROTECTION SERVICES AGREEMENT

This agreement made this _____ of _____, 2025;

BETWEEN:

CITY OF SURREY
13450 – 104 Avenue, Surrey, BC V3T 1V8

(hereinafter called the “City”)

AND:

SEMIAHMOO FIRST NATION
16049 Beach Road, Surrey, B.C. V3Z 9R6

(hereinafter called the “Semiahmoo”)

(each a “Party” and collectively, the “Parties”)

WHEREAS:

- A. Section 23 of the *Community Charter*, S.B.C. 2003, c. 26, as amended, provides that the corporate powers of a local government include the power to make agreements respecting services within the powers of a party to the agreement.
- B. The Semiahmoo is responsible for the administration and control of the Reserve (as defined herein).
- C. The City and the Semiahmoo have reached an agreement whereby the City will perform certain fire protection services to the Lands and the Semiahmoo will pay the City for the provision of such fire protection services.
- D. The said Parties deem it to be in their mutual interest to enter into this agreement.
- E. Council of the City (the “Council”) has authorized the execution of this Agreement by Council Resolution duly adopted at a meeting held on the _____ day of _____, 2025, a copy of which is attached to this Agreement as Schedule A.
- F. The Semiahmoo’s Band Council has approved this Agreement by passing Band Council Resolution in accordance with the provisions of the *Indian Act*, R.S.C. 1985, c. I-5. A certificate of the Band Council Resolution is attached to this Agreement as Schedule B.

NOW THEREFORE in consideration of the mutual covenants hereinafter set out (the sufficiency of which is hereby acknowledged), the Parties covenant and agree each with the other as follows:

1.0. SCHEDULES

1.1. The following schedules are attached hereto and form part of this Agreement:

- Schedule "A" – City Council Resolution
- Schedule "B" – Band Council Resolution
- Schedule "C" – Fire Service Rates
- Schedule "D" – Map of Reserve Lands

2.0. DEFINITIONS

2.1. In this agreement, including this section, the recitals and schedules hereto, unless the context otherwise requires:

"Agreement" means this agreement, including the recitals and schedules hereto, as amended and supplemented from time to time.

"Building" means any building including but not limited to a mobile home or other structure, whether occupied or not.

"Commencement Date" means _____, 2025.

"Fire Chief" means the person appointed as the Chief of the City's Fire Department, and any officer, member or inspector who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf.

"Fire Department Site Plan" means a building or site plan in the form determined by the Fire Chief, and in substantially the same form as required of buildings and sites on non-reserve lands within the City, which includes a drawing of the applicable site or building on the site, setting out characteristics of the site including but not limited to: access routes and specifications thereof, fire hydrants and fire department connections, building entrances and exits, and stairwells.

"Fire Inspector" means as defined in the Fire Safety Act.

"Fire Investigator" means as defined in the Fire Safety Act.

"Fire Service Bylaw" means the *Surrey Fire Service By-law*, 1990, No. 10771, as such bylaw may be amended or replaced from time to time.

“**Fire Safety Act**” and “**Fire Code**” mean the *Fire Safety Act*, S.B.C. 2016, c. 19 and the Fire Code adopted by regulation under that Act, as amended or replaced from time to time;

“**Lands**” means any lands within the boundaries of the Reserve.

“**Reserve**” means the Semiahmoo Indian Reserve No. 0 pursuant to the *Indian Act*, R.S.C. 1985, c. 1-5, as at the Commencement of this Agreement, and will not include any additional lands added to the Semiahmoo Indian Reserve No. 0 following the Commencement of this Agreement, without a corresponding amendment to this Agreement that will not be unreasonably refused.

“**Reserve Infrastructure**” means any and all streets, roadways, bridges and associated streetlights and sidewalks, traffic lights and traffic control signs on the Reserve for the provision of access to or from the Lands, driveways for access to or from Buildings and all water mains and distribution lines, hydrants, connections and associated works on or under the Lands as necessary for the purpose of providing the Services to the Lands and Buildings.

“**Services**” has the meaning ascribed in Section 4.1.

“**Term**” means a period of time which this Agreement remains in force and effect, as described in Section 3.1.

3.0. TERM

- 3.1. Subject to earlier termination in accordance with this Agreement, the term of this Agreement will commence on the Commencement Date and continue for a period of five years (the “Initial Term”). On the end date of the Initial Term, if the Semiahmoo duly and regularly pays the rates, sums, and charges and performs the covenants as set out herein, this Agreement will remain in force for four (4) successive five (5) year periods.

4.0. SERVICES

- 4.1. During the Term, the City will provide to the Semiahmoo fire protection services to the Lands (the “Services”).
- 4.2. The quality and quantity of the Services will be the same as the quality and quantity of fire protection services provided by the City to the users of such services on non-reserve lands within the City, having regard to the different characteristics of the Lands as compared to non-reserve lands within the City and more specifically the difference in distance from Surrey Fire Service Halls to access the Lands as compared to the distance from Surrey Fire Service Halls to access non-reserve lands within the City. The City is not obliged to provide the Services at a greater standard than the standard to which the same service is

provided elsewhere within the City. The City makes no representation or warranty that the standard of Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein. The Semiahmoo acknowledges and agrees that there may be from time-to-time interruptions or reductions in the standard of Services, and that the City will not be held liable for any losses, costs, damages, claims or expenses arising from or in connection to a temporary interruption or reduction in the standard of Services provided under this Agreement.

- 4.3. *Fire Investigations* – When reasonably requested by the Semiahmoo, the City will provide the services of a fire investigation which will include a fire investigation report. The fire investigation report will be completed by the Fire Investigator and submitted to the Fire Commissioner in accordance with the Fire Safety Act. These services will be subject to a fee, payable to the City, as specified in Schedule C of this Agreement.
- 4.4. *Fire Prevention Inspections* – The Fire Chief may implement a risk based compliance monitoring system for all public buildings. The Fire Chief may establish different frequencies of fire inspections and fire safety assessments for different building types and occupancy classes and amend the frequencies of each from time to time in accordance with the Fire Safety Act.
- 4.5. The Fire Chief or Fire Inspector designated by the Fire Chief may issue orders in writing requiring the correction or removal of any condition or thing in or about any Building or structure which is deemed to be in contravention of this Agreement or the Fire Code, and the Semiahmoo acknowledges and agrees that it will be responsible for enforcing the requirements of any such orders issued.
- 4.6. Every order issued by the Fire Chief or Fire Inspector designated by the Fire Chief pursuant to this Agreement will state a date by which the order will be carried out, which date will, in the discretion of the issuer, have regard to the degree of urgency involved in correcting or removing condition which may tend to increase the hazard of fire or danger to life and property. Follow up inspections will be carried out, to ensure compliance, on or after the date written on the order.
- 4.7. Fees for both initial and follow up inspections will be payable by the Semiahmoo to the City, as specified in Schedule C of this Agreement.
- 4.8. Non-emergency requests received by the City for attendance related to fire safety concerns will be referred to the Semiahmoo, who may request an additional inspection from the City.
- 4.9. If the Semiahmoo requests any additional inspections during an inspection period, the Semiahmoo will pay to the City the corresponding fee payable for each additional inspection, as specified in Schedule C of this agreement.

- 4.10. The Semiahmoo acknowledges and agrees that this Agreement and the Services are subject to the following limitations and for the purposes of this Agreement, the definition of the Services reflects the following limitations:
- (a) The Semiahmoo acknowledges that wildfire suppression on the Lands is the responsibility of the British Columbia Wildfire Service (the “BCWS”). The City, at its sole discretion, may notify or assist the BCWS on the Lands.
 - (b) The Semiahmoo acknowledges that the British Columbia Ambulance Service (the “BCAS”) is the agency responsible for all medical related incidents on the Lands. The City, at its sole discretion, may notify or assist the BCAS on the Lands.
 - (c) Non-emergency open-burning complaints occurring on the Lands will be referred to and managed by the Semiahmoo. If the Semiahmoo requests the City’s fire services to respond, fees will be payable to the City, as specified in Schedule C of this agreement.
 - (d) *Addressing and Wayfinding.* The ability of the City to provide the Services and response times in connection to the Services are subject to the accuracy of the address location provided, existing street signage, site address visibility, and are conditional on the City’s ability to use wayfinding and addressing information found on the Lands.
 - (e) The City is not obliged to provide the Services to any occupier or Building on the Lands if:
 - i. the Fire Chief determines, in their sole discretion, that a parcel of land, lot, or Building is unsafe or unfit including but not limited to by reason of:
 - A. an outstanding stop work order;
 - B. an outstanding Fire Inspector’s order; or
 - C. inadequate access or inadequate water supply to and for the Building or the Lands, having regard to the City’s standards for adequate water supply and adequate access to buildings for non-reserve lands within the Citythat has not been remedied to the satisfaction of the Fire Chief, in the opinion of the Fire Chief in their sole discretion; or
 - ii. the Reserve Infrastructure necessary for the provision of the Services does not meet the City’s applicable safety or engineering standards.

- (f) The ability of the City to provide the Services and response times are subject to reasonable access to the Lands. The Semiahmoo acknowledges and agrees that access to the Lands is limited and may cause delays in the City's response times as compared to other properties within the City.

5.0. PAYMENT FOR SERVICES

- 5.1. As compensation for the provision the Services, the Semiahmoo will pay the City at the rates set out in the Fire Service Rates document attached hereto and marked as Schedule C to this Agreement, and for additional services not listed in Schedule C, the rates set out in the applicable City of Surrey bylaws (the "Service Fees").
- 5.2. The Semiahmoo acknowledges and agrees that in addition to the Service Fees, the City may charge a fire administrative fee as set out in the *Surrey Fee-Setting By-law*, 2001, No. 14577, as may be amended from time to time, which fee as at the date of this Agreement is 10% of the invoice amount (the "Fire Administrative Fee").
- 5.3. The Semiahmoo will pay the City's invoices within thirty days of issuance.
- 5.4. The Service Fees will be reviewed annually by the City. The annual review of the Service Fees referred to in this section will be completed at least 60 days prior to each anniversary date following the date of this Agreement.
- 5.5. Notwithstanding Section 5.3 and 5.4, the Parties acknowledge and agree that the Service Fees are subject to change at any time to the extent that the mutual aid rates as determined by the Greater Vancouver Fire Chiefs Association (the "GVFCA Rates") are amended. The Parties acknowledge and agree that each of the Service Fees are intended to be the equivalent of the GVFCA Rates at any given time.
- 5.6. The Parties acknowledge and agree that Schedule C will be amended from time to time by the City in accordance with changes to Services Fees pursuant to this Agreement and such amendment will take effect immediately upon giving notice thereof to Semiahmoo.

6.0. COVENANTS OF THE CITY

- 6.1. The City will provide the Services for and in relation to the Lands, including all Buildings, fixtures, vehicles, and persons situated on the Lands.
- 6.2. The City will bill the Semiahmoo for the cost of the Services in accordance with the payment provisions of this Agreement.

- 6.3. The City will keep the Semiahmoo informed of the location of the designated fire hall.
- 6.4. The City will keep the Semiahmoo notified as to the address of and the identity of the Fire Chief.

7.0. COVENANTS OF THE SEMIAHMOO

- 7.1. The Semiahmoo will provide to the City:
 - (a) maps and other information required by the City in order to enable the City to identify the location of all existing streets, water distribution lines and fire hydrants located on the Land on the Commencement Date;
 - (b) a list of all Buildings on the Lands and their precise locations including, upon request of the City, guiding the Fire Chief on an inspection of the Lands to confirm the precise location of all Buildings on the Lands; and
 - (c) prior to construction of any new Building, a Fire Department Site Plan for the new Building.
- 7.2. On the first day of June during each year of the Term, the Semiahmoo will provide the City, in a form and with content satisfactory to the City, in its sole discretion, information regarding all lots and parcels of property within the Lands and any other information in relation to the Reserve Infrastructure that has changed since the provision of that information to the City on the Commencement Date, as provided in accordance with section 7.1. Immediately upon any change or expected change in the Reserve Infrastructure that may reasonably affect the City's provision of the Services, the Semiahmoo covenants and agrees to provide the updated information to the City as soon as reasonably possible. On an annual basis and in the event of changes to the Reserve Infrastructure, the City and the Semiahmoo, acting reasonably, will determine the number of properties forming the Lands which will be serviced under this Agreement for each upcoming year.
- 7.3. The Semiahmoo will require all new buildings on the Lands to meet the requirements of the current BC Building Code.
- 7.4. The Semiahmoo will, in writing:
 - (a) promptly notify the City of any inspection reports and orders that are issued to the occupants or owners of any Buildings on the Lands as they occur;
 - (b) promptly notify the City of any new Buildings which have been constructed, erected, or placed on the Lands during the present month, no later than the first day of the following month; and

- (c) immediately notify the City of the malfunctioning of fire hydrants.
- 7.5. The Semiahmoo will retain in its administration records, if available:
- (a) copies of all plans of all existing Buildings;
 - (b) copies of those plans that have been approved for all proposed Buildings;
and
 - (c) copies of any plans that have been approved for all additions to existing Buildings.
- 7.6. The Semiahmoo will, at its sole cost and expense, ensure that all visitors and occupants of the Lands are made aware to call 9-1-1 for emergencies, so the City can be promptly notified of any fire on the Lands.
- 7.7. The Semiahmoo will service and maintain in good working order all fire hydrants, water distribution lines, and other Reserve Infrastructure necessary for the provision of the Services on the Lands to the standard substantially the same as elsewhere in the City and will permit the Fire Chief or their representatives to inspect and operate all such water distribution lines, fire hydrants and related Reserve Infrastructure.
- 7.8. The Semiahmoo will comply with, and take all reasonable steps to ensure compliance by any person receiving the Services with the Fire Service Bylaw, which provides for all necessary authority for the Fire Chief to perform the Services within the Lands, and any amendments thereto or replacements thereof, and all applicable provincial and federal regulations.
- 7.9. The Semiahmoo will take such steps as are necessary to ensure that the manufacture, storage, transportation, display and sale of low hazard fireworks and high hazard fireworks, as defined by the *Canadian Explosives Act* and corresponding regulations, that take place on the Lands will conform to the *Canadian Explosives Act* and any other applicable regulations or bylaws, as amended from time to time.
- 7.10. The Semiahmoo will disclose to the City, in writing, any and all hazards that would not ordinarily be expected by the City's fire personnel responding to a similar fire incident within the City of Surrey. Examples of such hazards include, but are not limited to, storage of explosives or the presence of a large pit, barricade, etc. on a property.

8.0. RIGHTS OF ACCESS

- 8.1. Representatives of the City may at any time enter upon the Lands for the purpose of:
- (a) providing any of the Services required in accordance with this Agreement;
 - (b) inspecting the Reserve Infrastructure; and
 - (c) ensuring compliance with the terms of the Agreement.

9.0. TERMINATION OF AGREEMENT

- 9.1. Either Party may terminate this Agreement by giving the other Party six (6) months' written notice.
- 9.2. Should either Party be in default of its covenants or undertakings under this Agreement, the non-defaulting Party may, at its option and without prejudice to any other rights or remedies it might have, immediately terminate this Agreement. Notwithstanding the foregoing, any failure by the Semiahmoo to pay for Services, while considered a breach, may be cured within three months following written notification of such breach, and in the case of such curing will no longer be considered a breach subject to termination hereunder.
- 9.3. If this Agreement is terminated or otherwise cancelled for any reason, the Semiahmoo will pay to the City any amounts owing under this Agreement for the Services. In the event the Semiahmoo has made advanced payments, such advanced payments will first be applied to any amounts owing and then refunded by the City to the Semiahmoo.
- 9.4. On any termination or cancellation of this Agreement in accordance with this Agreement, the Semiahmoo will pay to the City any outstanding fees that has either been accrued in connection with this Agreement or are due and payable as at the effective date of the termination of this Agreement.

10.0. LIABILITY, INDEMNITY, AND FORCE MAJEURE

- 10.1. The City does not warrant or guarantee the continuance or quality of any of the Services and will not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the Services for any reason which is beyond the reasonable control of the City, including without limitation acts of God, forces of nature, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Reserve Infrastructure, or in the manufacture of any materials used therein, and other similar circumstances.

10.2. *Limitation of Liability and Defence of Claims.* The City assumes no liability whatsoever for any actions, claims, demands, suits, judgements, expenses, losses or damages, if any, suffered by any person as a result of the performance or non-performance of the Services. Without limiting the generality of the foregoing, the Semiahmoo will not initiate legal action or third-party proceedings against the City based on the provision or failure to provide the Services. In any action arising from the provision or failure to provide the Services, the Semiahmoo will: (a) defend the action on behalf of itself and the City; and (b) indemnify and save harmless the City for claims, actions suits, damage or losses which may result.

10.3. *Indemnity.* The Semiahmoo will indemnify and hold harmless the City including its employees, officers, elected officials, and agents, from any claims, actions, suits expenses, losses, or damages suffered or incurred:

- (a) by any person arising out of or in connection with this Agreement except to the extent that such claims, actions, suits, expenses, losses, or damages are either caused by a breach of this Agreement or a negligent act of the City or made by an employee or agent of the City with respect to personal injury caused to that employee or agent of the City in the course of their employment and as a result of the performance of the Services; and
- (b) as a consequence of any fire at or in Buildings on the Lands caused by the failure of such Buildings to meet the fire codes and fire safety regulations applicable elsewhere in the City or the failure by the Semiahmoo to:
 - i. maintain the Reserve Infrastructure in connection with this Agreement;
 - ii. provide the City with reasonable and sufficient access to the Lands to deliver the Services; or
 - iii. maintain the information and records required under this Agreement.

10.4. *Insurance.* The Semiahmoo will procure and provide proof of Commercial General Liability insurance in an amount not less than \$5 million. The insurance will be on an occurrence basis and add the City of Surrey as an additional insured.

11.0. COMMUNICATIONS AND CONTRACT PROTOCOL

11.1. Each of the Parties will appoint one or more representatives, with notice to the other Party of such appointment, as the principal contacts for official communications about this Agreement and operational matters pursuant to this Agreement. The Parties further agree to establish a communications protocol to manage issues arising in connection with this Agreement.

12.0. DISPUTE RESOLUTION

12.1. In the interest of cooperative and harmonious co-existence, the Parties agree to use their best efforts to avoid conflict and to settle any disputes arising from or in relation to this Agreement.

13.0. ACKNOWLEDGEMENT OF RIGHTS

13.1. The provisions of this Agreement will neither:

- (a) limit or affect any other Aboriginal rights or claims the Semiahmoo may have at law or in equity;
- (b) limit or affect the legal rights, duties or obligations of the City; nor
- (c) affect the cooperation or consultation covenants the Parties have entered into pursuant to any other agreements between the Parties.

14.0. HEADINGS

14.1. Headings that precede sections are provided for the convenience of the reader only and will not be used in constructing or interpreting the terms of this Agreement.

15.0. ENTIRE AGREEMENT

15.1. This Agreement constitutes the entire agreement between the Parties and there are no undertakings, representations or promises express or implied, other than those expressly set out in this Agreement.

15.2. This Agreement supersedes, merges and cancels any and all pre-existing agreements and understandings in the course of negotiations between the parties.

16.0. NOTICE

16.1. The address for delivery of any notice or other written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other party of any change of address, will be as follows:

(a) to the City:

City of Surrey
13450 – 104 Avenue
Surrey, BC V3T 1V8
Fax: (604) 591-8693
Attention: Fire Chief

(b) to the Semiahmoo:

Semiahmoo First Nation
16049 Beach Road
Surrey, B.C. V4P 3C5
Fax: (604) 536-6116
Attention: Band Administrator

- 16.2. The parties may change their address for delivery of any notice or other written communication in accordance with section 16.1.
- 16.3. Any notice mailed will be deemed to have been received on the fifth (5th) business day following the date of mailing. Any notice faxed or emailed will be deemed to have been received on the first (1st) business day following the date of transmission. For the purposes of this subsection, the term “business day” will mean Monday to Friday, excluding days which are statutory holidays in the Province of British Columbia.

17.0. SEVERANCE

- 17.1. In the event that any provision of the Agreement should be found to be invalid, the provision will be severed and the Agreement read without reference to that provision.
- 17.2. Where any provision of the Agreement has been severed in accordance with section 17.1 and that severance materially affects the implementation of this Agreement, the Parties agree to meet to resolve any issues as may arise as a result of that severance and to amend this Agreement accordingly.

18.0. AMENDMENT

- 18.1. The Agreement will not be varied or amended except by written agreement of both Parties.

19.0. WAIVER

- 19.1. No waiver of the terms, conditions, warranties, covenants, and agreements set out herein will be of any force and effect unless the same is reduced to writing and executed by all parties hereto and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar) and no waiver will constitute a continuing waiver unless otherwise expressly provided.

20.0. GOVERNING LAWS

20.1. The provisions of this Agreement will be governed and interpreted in accordance with the laws of British Columbia or Canada, as applicable.

21.0. ASSIGNMENT

21.1. The rights and obligations of the parties may not be assigned or otherwise transferred. An amalgamation by a party does not constitute an assignment.

22.0. ENUREMENT

22.1. The Agreement enures to the benefit and is binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.

23.0. COUNTERPARTS AND ELECTRONIC SIGNATURE

23.1. The Agreement may be executed in counterparts and by electronic signature, each of which when so executed will be deemed to be an original and all of which when together will constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

CITY OF SURREY)
 by its authorized signatories)
)
 _____)
)
 Mayor)
)
 _____)
)
 City Clerk)

SEMIAHMOO FIRST NATION
 By its authorized signatory:)
)
 _____)
 Chief Harley Chappell)
)
)

SCHEDULE A
City Council Resolution

SCHEDULE B
Semiahmoo Band Council Resolution

**SCHEDULE C
Fire Service Rates**

1. FEES

(a) *Hourly Rates.* Subject to sub-section (c) (*Annual Adjustments*), Fees are based on the hourly charge-out rates set out below and will be payable for those hours during which the City is engaged in the performance of the Services or parts thereof:

Apparatus type	Staffing compliment	Apparatus hourly rate**	Staff hourly rate @ Commencement Date**
Engine	Four (4) staff	\$590	\$311.46
Quint	Four (4) staff	\$1090	\$311.46
Rescue	Two (2) staff	\$590	\$163.32
Water Tender	Four (4) staff	\$1,130	\$311.46
Water Tender	Two (2) staff	\$1,130	\$163.32
Battalion Chief	One (1) staff	\$150	\$100.76
Duty Chief	One (1) staff	\$150	\$156.00
Wildland	Two (2) staff	\$412	\$163.32
Rehab	Two (2) staff	\$1,210	\$163.32
Hazmat	Four (4) staff	\$6,400	\$311.46
Tech Rescue	Ten (10) staff	\$6,400	\$771.06
Med-Engine	Two (2) staff	\$590	\$163.32
Air Truck	Two (2) staff	\$1,210	\$163.32
Fire Investigator	One (1) staff	\$150	\$93.21

**Hourly rates are calculated from time of dispatch to time of return to station.

NOTE : Rates provided above are based on straight time staffing using staff currently on shift. In the event that overtime pay is required, in the opinion of the City in the City's sole discretion, for larger scale incidents beyond regular shift capacity overtime rates will be applied instead at a premium of 1.5 times per hour,

(b) *Fire Inspection Rates.*

- (i) *Initial and Requested Inspections.* The rate for initial and requested additional fire inspections, at the commencement date of this agreement, is \$231.00 per hour.
- (ii) *Follow Up Inspections.* The rate for follow up fire inspections, at the commencement date of this agreement, is \$301.00per inspection.

(c) *Annual Adjustments.*

- (i) *Apparatus Rate.* The City will update the apparatus hourly rate whenever the Greater Vancouver Fire Chiefs Association updates the

Mutual Aid fee schedule, effective upon thirty (30) days prior written notice to the Semiahmoo.

- (ii) *Staff Rate.* The staff hourly rate will at all times be equivalent to the City's collective bargaining agreement rates inclusive of fringe benefit costs, applicable at the time of the incident. For non-union staff, hourly rates will escalate at the same rate as the hourly rates for unionized staff.
 - (iii) *Inspection Rates.* The fire inspection rates will at all times be equivalent to the City's Fire Service Bylaw rate applicable at the time of the inspection.
- (d) *GST.* The Semiahmoo warrants that it is exempt from goods and services tax for goods and services sold to it and delivered to the Semiahmoo.

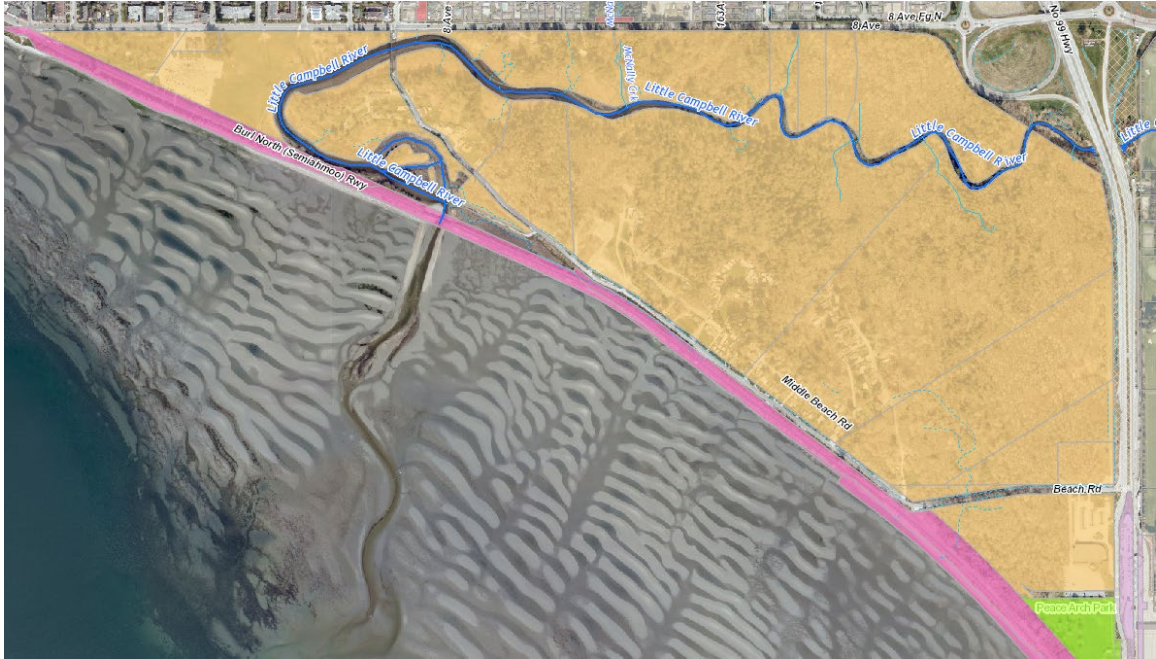
2. **EXPENSES.** The Semiahmoo will reimburse the City at cost (without "mark-up") for reasonable out-of-pocket expenses incurred by the City and necessary for the performance of the Services.
3. **SERVICES.** Subject to Section 4.10 of this Agreement (*Limitations*), the City, upon receipt of emergency 9-1-1 or non-emergency requests for fire service emergency response on the Lands, will provide the personnel, equipment, resources and facilities estimated as follows based on incident type:

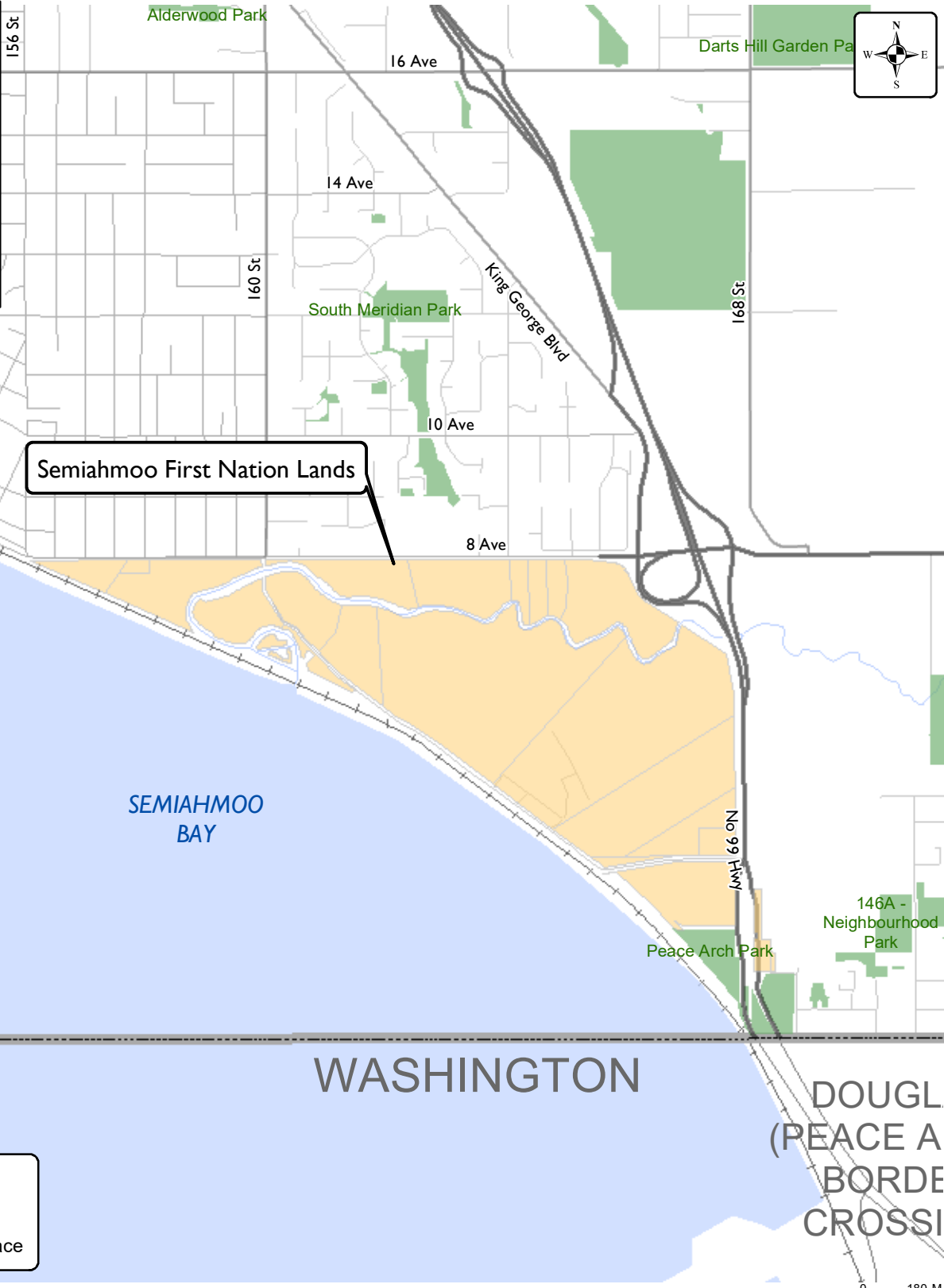
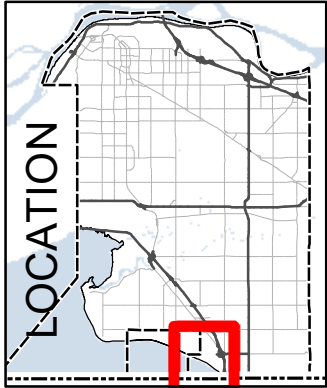
Incident Type	First Alarm	Second Alarm
Airplane Crash	1 E + 1R + BC + WL	2 E + DC Notified
Alarms Reset	1 E	Upgrade to Structure Fire
Alarms - Single Family Res	1 E	Upgrade to Structure Fire
Alarms - Comm/Multi -Res	2 E	Upgrade to Structure Fire
Assist	1 E	1E
Bomb Threat	1E + BC	Upgrade as required
Brush/Grass Fire	1 E	WL + 2 Engines + BC + DC Notified
Burning Complaint	1 E	Upgrade as required
CO Alarms	1 E	Upgrade as required
Chimney Fire	1 E	Upgrade to Structure Fire
Container/Garbage Fire	1 E	Upgrade to Structure Fire
Electrical Problem	1 E	Upgrade to Structure Fire
Explosion	1 E	Upgrade as required
Fire Investigation	1 FI + 1E	N/A
Gasoline/Diesel Spill	1 E	Upgrade to Hazmat 2 nd Alarm
Hazmat	1 E	Hazmat + BC
Hydro Pole Fire	1 E	1E +BC Notified
Industrial Accident	1 E	1 Rescue
Wildland Fire	1 E	WL + 2 Tenders + BC + DC Notified
Large Animal Rescue	1 E + BC	1E +DC notified
Locked Out – Bldg/Auto	1 E	1 Rescue
MESA	1 E	1 E
MVA	1 E	Change incident type to MVA rescue
MVA Rescue	1 E + 1 R	1 E + 1 R
Misc. Fire	1 E	Upgrade as required
Natural Gas Leak/Smell	1 E	2E +BC + DC Notified
Pier/Marina/Boat Fire	3E + BC	1A +1 E + DC Notified
Post Fire Inspection	1 E	Upgrade as required
Propane Incident	1 E	2E+BC+DC Notified
Road Flush	1 E	1E
Structure Fire - Barn	4E + BC	1 A + 1 E + DC Notified
Structure Fire - Comm/Multi-Res	4E + BC	1 A + 1 E + DC Notified
Structure Fire - Residential	4E + BC	1 A + 1 E+ DC Notified
Technical Rescue	E+Q5+TR5+E10+POD10+BC+DC Notified	N/A
Vehicle Fire	1 E	1 E
Vehicle Fire -Train/Railcar	1 E	1 E + 1 A + BC + DC Notified
Wires Down	1 E	1E+BC Notified

Alarm Level	Meaning
First Alarm	Units initially assigned to the incident
Second Alarm	Additional units added if the incident specifics require further resources

Abbreviation	Unit Type
E	Engine
A	Aerial
R	Rescue
T	Tender
WL	Wildland
Q	Quint
TR	Technical Rescue
POD	Platform-on-Demand
BC	Battalion Chief
DC	Duty Chief
FI	Fire Investigator

SCHEDULE D
Map of Reserve Lands
(Shaded in Yellow)





Semiahmoo First Nation Lands

SEMAIHM
BAY

WASHINGTON

DOUGL
(PEACE A
BORDE
CROSSI

LEGEND

- First Nation Reserve
- Parks and Green Space

Produced by GIS Section: 22-Jan-2025

Scale: 1:20,000 0 180 M



Semiahmoo First Nation Lands

ENGINEERING
DEPARTMENT

The data provided is compiled from various sources and IS NOT warranted as to its accuracy or sufficiency by the City of Surrey. This information is provided for information and convenience purposes only. Lot sizes, Legal descriptions and encumbrances must be confirmed at the Land Title Office.