

## UBC Neighbourhood Fire Services Contribution Agreement

This Contribution Agreement dated for reference the 4th day of October, 2016.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the Minister of Community, Sport and Cultural Development (the  
"Province")

AND

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University  
Act of British Columbia* ("UBC")

WHEREAS:

- A. Pursuant to the Fire Services Agreement, the City of Vancouver provides Fire Services to the University Endowment Lands and UBC's Vancouver campus, including the Market Properties, and the Province pays the City of Vancouver for the cost of the Fire Services;
- B. UBC leases the Market Properties to lessees pursuant to the Leases;
- C. Lessees of Market Properties pay rural property taxes to the Province pursuant to the *Taxation (Rural Area) Act*, R.S.B.C. 1996 c. 448, and pursuant to the Leases, they pay the Services Levy to UBC for the provision of certain municipal-like services;
- D. The Market Properties are located in lands owned by UBC, are designated for market development under UBC's Land Use Plan, and are lands where certain municipal-like services are provided by an incorporated society named the University Neighbourhoods Association, pursuant to the Neighbours' Agreement 2015; and
- E. Based on the representations of the parties set out herein the parties wish to allocate a fair proportion of the cost of Fire Services to the Market Properties.

NOW THEREFORE, in consideration of the sum of One Dollar and other valuable consideration, the receipt and sufficiency of which is acknowledged by each party, the parties agree as follows:

### DEFINITIONS

1. In this Agreement and its recitals the following definitions apply:

"Agreement" means this Agreement as amended from time to time and any schedules attached hereto;

"Annual Funding Contribution" means the Total Annual Costs, as defined in Schedule B, paid by UBC to the Province pursuant to this Agreement;

**"Fire Services"** means the fire services provided by the City of Vancouver pursuant to the Fire Services Agreement;

**"Fire Services Agreement"** means the agreement dated October 16, 1995 between the City of Vancouver and the Province as amended from time to time;

**"Fiscal Year"** means the period beginning April 1 of a year and ending March 31 of the following year;

**"Leases"** mean lease agreements between UBC, as landlord, and lessees of Market Properties;

**"Market Properties"** means properties vested in UBC and situated on UBC's Vancouver campus that:

- (a) are located in areas designated as neighbourhood housing areas in the UBC Land Use Plan or are otherwise "Designated Buildings" pursuant to the Neighbours' Agreement 2015;
- (b) UBC leases to lessees;
- (c) are eligible to be taxed under the *Taxation (Rural Area) Act*, R.S.B.C. 1996, c. 448; and
- (d) either
  - i. are not exempted from the taxation referred to in (c) above, whether pursuant to section 54 of the *University Act*, R.S.B.C. 1996, c. 468 or otherwise; or
  - ii. are exempted from such taxation by the Conditions and Limitations on University Property Tax Regulation, B.C. Reg 366/2005 on the basis that the accommodation is held or used as university apartments rented primarily to the full time university faculty or staff for a stay of no more than 3 years.

**"Neighbours' Agreement 2015"** means the agreement between UBC and the University Neighbourhood Association entitled Neighbours' Agreement 2015, as amended from time to time;

**"Services Levy"** means the amounts identified in the Leases as the "Service Levy", or "Services Levy", or "General Municipal Services Levy", which are collected by UBC, as landlord, pursuant to the Leases;

**"UBC's Vancouver campus"** means the lands and premises owned by UBC that are described as the Point Grey lands in the *Point Grey Campus Regulation of the Municipalities Enabling and Validating Act (No. 3)* S.B.C. 2001, c.44; and

**"2016/17 Contribution"** means a one-time payment made by UBC to the Province pursuant to section 1 of Schedule A.

## **SCHEDULES**

2. The Schedules to this Agreement are:

Schedule A	Payment
Schedule B	Calculation of Amount of Annual Funding Contribution

## **TERM AND TERMINATION**

3. Notwithstanding the actual date of execution of this Agreement, the term of this Agreement begins on September 30<sup>th</sup>, 2016 and expires on March 31<sup>st</sup>, 2021 subject to any renewal pursuant to section 4 or earlier termination in accordance with the provisions hereof.
4. The term of this Agreement will be renewed upon mutual agreement of the parties.
5. If the University Neighbourhoods Association gives UBC notice that its Board of Directors has resolved to withdraw its consent to the use of the Services Levy to pay the 2016/2017 Contribution and the Annual Funding Contributions, UBC may terminate this Agreement by giving the Province written notice.

Regardless of when the written notice is delivered, the effective date of termination will be March 31<sup>st</sup> of the then current Fiscal Year. For greater certainty, a termination notice will not affect the contribution to be made or already made for the Fiscal Year in which the notice was given.

In the event that UBC gives notice that the University Neighbourhoods Association has withdrawn its consent, then the Province reserves its rights to pursue other methods available to it to recover the costs of Fire Services.

## **REPRESENTATIONS**

6. The Province represents that:
- (a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate, contractual or other proceedings have been taken and done to authorize the execution and delivery of this Agreement;
  - (b) this Agreement has been legally and properly executed by the Province; and
  - (c) all information and documents of any kind furnished or submitted by the Province to UBC in connection with this Agreement are in all material respects true and correct.
7. UBC represents that:
- (a) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate,

contractual or other proceedings have been taken and done to authorize the execution and delivery of this Agreement;

- (b) this Agreement has been legally and properly executed by UBC; and
- (c) all information and documents of any kind furnished or submitted by UBC to the Province in connection with this Agreement are in all material respects true and correct.

#### CONDITIONS

8. Notwithstanding any other provision of this Agreement, the parties' respective obligations under this Agreement are subject to:

- (a) the Fire Services Agreement remaining in force as between the City of Vancouver and the Province;
- (b) the parties respective representations set out in sections 6 and 7 above being and remaining true and correct; and
- (c) the neighbourhood housing areas on which the Market Properties are situated remaining a part of Electoral Area "A" of the Greater Vancouver Regional District.

Upon any of the conditions described above no longer being satisfied, either party may give the other party written notice of termination of this Agreement, which termination shall be effective immediately unless otherwise set out in the notice.

9. In any Fiscal Year, if the total Services Levy paid by the lessees of Market Properties to UBC is less than the amount required to pay that year's Annual Funding Contribution:

- (a) UBC agrees to pay the Annual Funding Contribution to the Province first, prior to using or disbursing the Services Levy for any other purpose, from the total amount of Services Levy collected in that Fiscal Year;
- (b) UBC shall give notice of same, together with particulars, to the Province as soon as practicable; and
- (c) the Annual Funding Contribution for that Fiscal Year shall be reduced to equal the actual Services Levy collected in that Fiscal Year, and payment of the actual Services Levy collected by UBC to the Province shall be deemed to be full and final settlement of that Fiscal Year's Annual Funding Contribution.

For greater certainty, UBC will make commercially reasonable efforts to collect all outstanding Services Levy payments from lessees of Market Properties and remit all amounts collected in arrears to the Province together with an accounting thereof, at the same time as the next Annual Funding Contribution.

#### **OBLIGATIONS OF UBC**

10. Subject to the provisions of this Agreement, UBC agrees to pay to the Province the 2016/17 Contribution payment and the Annual Funding Contribution at the times and in the manner set out in Schedule A.
11. UBC will comply with all applicable laws, statutes, and regulations of British Columbia and, as applicable, Canada and the applicable bylaws of any local government.

#### **OBLIGATIONS OF THE PROVINCE**

12. Provided UBC is in compliance with payment of the 2016/17 Contribution and the Annual Funding Contribution to the Province and provided the Fire Services Agreement remains in effect, the Province will continue to ensure that Fire Services are provided to Market Properties under the Fire Services Agreement.
13. The parties acknowledge that the terms and conditions of the Fire Services Agreement have a material effect on UBC and lessees of Market Properties, and their views must therefore be given due and fair consideration by the Province. Therefore the Province will, in good faith, engage in discussions with UBC in the event material amendments to or replacement of the Fire Services Agreement are being considered.
14. The Province will comply with all applicable laws, statutes, and regulations of British Columbia and, as applicable, Canada.

#### **OBLIGATIONS OF UBC AND THE PROVINCE**

15. The Province and UBC each agree to establish and maintain records in relation to its calculations pursuant to Schedule B of this Agreement and will retain such records for a period of five years after the term of this Agreement.
16. The Province and UBC each agree to permit the other party to inspect at all reasonable times the records referred to in section 15 of this Agreement, subject to the *Freedom of Information and Protection and Privacy Act* R.S.B.C. 1996 c. 165 and any other applicable laws or Provincial policies or directives.

#### **DEFAULT**

17. Any of the following events will constitute an "Event of Default" whether any such event be voluntary, involuntary or result from the operation of law or of any judgment or order of any court or administrative or government body:
  - (a) UBC or the Province fail to comply with any term or condition of this Agreement; or
  - (b) any information, statement, certificate, report or other document furnished or submitted by or on behalf of UBC or the Province, as the case may be, pursuant to or as a result of this Agreement is untrue or incorrect.

18. Upon the occurrence of any Event of Default and at any time thereafter the non-defaulting party may at its sole option, elect to do one or both of the following:
- (a) by written notice to the defaulting party, require the Event of Default to be remedied within the time period specified in the notice, which shall not be less than 30 calendar days; and/or
  - (b) pursue any remedy or take any action available to it at law or in equity.

#### REMEDIES NON-EXCLUSIVE

19. The rights, powers and remedies conferred on a party under this Agreement or any statute or law are not intended to be exclusive and each remedy shall be cumulative and in addition to and not in substitution for every other remedy existing or available to that party.
20. The exercise of any one or more remedies available to a party will not preclude the simultaneous or later exercise by that party of any other right, power or remedy.

#### AMENDMENTS

21. Unless otherwise specified in this Agreement, this Agreement may be amended only by further written agreement between the parties.

#### NOTICE

22. (a) Any written communication or notice from UBC to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Ministry of Community, Sport and Cultural Development  
Mailing Address: P.O. Box 9839, STN PROV GOVT  
Victoria, British Columbia V8W 9T1

Attention: Deputy Minister

Fax No.: (250) 387-7973  
Email: CSCD.DMO@gov.bc.ca

- (b) Any written communication or notice from the Province to UBC must be mailed, personally delivered, faxed or electronically transmitted to the following address:

The University of British Columbia  
Mailing Address: 6328 Memorial Road  
Vancouver, British Columbia V6T 1Z2

Attention: Vice President, External Relations

Fax No.: (604) 822 3861  
Email: phillip.steenkamp@ubc.ca

- (c) Any written communication or notice from either party will be deemed to have been received by the other party on the tenth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed or electronically transmitted.
- (d) Either party may, from time to time, notify the other by notice in writing of a change of address, facsimile, or electronic mail contact and following the receipt of such notice, the new address, facsimile, or electronic mail contact will, for the purposes of paragraph 22 (a) or 22 (b) of this Agreement, be deemed to be the address, facsimile, or electronic mail contact of the party giving such notice.

#### MISCELLANEOUS

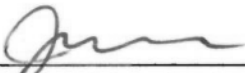
- 23. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 24. The Schedules to this Agreement are an integral part of this Agreement.
- 25. If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 26. Neither party will, without the prior, written consent of the other party, assign, either directly or indirectly, this Agreement or any right under this Agreement.
- 27. Each party must perform the acts, execute and deliver the writings and give any further assurances as may be reasonably necessary to give full effect to this Agreement.
- 28. This Agreement constitutes the entire agreement between the parties with respect to contributions by UBC to the Province for Fire Services.
- 29. A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.
- 30. The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.
- 31. A reference in this Agreement:
  - (a) to a statute means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefore or in replacement thereof; and
  - (b) to any other agreement means that other agreement as it may be amended from time to time.

## DISPUTE RESOLUTION

32. If there is a dispute between the parties under this Agreement, either party may, by written notice to the other, refer the dispute for resolution in the first instance to the Assistant Deputy Minister of the Ministry of Community, Sport and Cultural Development responsible for this Agreement and to the Vice President, External Relations of UBC (or the then equivalent), who will each make reasonable efforts to resolve the dispute within the period of 30 days following the date it was referred to them.
33. If a dispute between the parties under this Agreement is not resolved in accordance with section 32, the parties must attempt to resolve the dispute through mediation under the rules of the MediateBC Society.

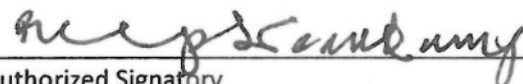
IN WITNESS WHEREOF each of the parties has executed this Agreement on the dates set out below.

SIGNED by the Minister of Community, Sport  
and Cultural Development or his or her  
duly authorized representative on behalf  
of HER MAJESTY THE QUEEN IN  
RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA:

  
Minister (or duly authorized representative)

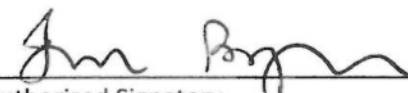
Date: Oct 26/16

THE UNIVERSITY OF BRITISH COLUMBIA:

Per:   
Authorized Signatory

PHILIP STEENKAMP, VICE PRESIDENT, EXTERNAL RELATIONS  
Name/Title

Date: 4 OCTOBER 2016

Per:   
Authorized Signatory

Ian Burgess, Comptroller  
The University of British Columbia  
Name/Title

Date: October 19, 2016



Schedule A to the Agreement between the Province and UBC dated for reference October 4, 2016.

#### **Schedule A – Payment**

##### **2016/17 Contribution**

1. UBC will pay the sum of \$500,000 to the Province on or before October 28, 2016 as full payment of its contribution for the 2016/2017 Fiscal Year.

##### **Annual Funding Contribution**

2. UBC will pay to the Province an Annual Funding Contribution within 60 days of receipt of an invoice from the Province. The first invoice will be provided to UBC by July 31<sup>st</sup>, 2017 in accordance with section 6 of Schedule B of this Agreement.
3. The amount of the Annual Funding Contribution shall be calculated each year in accordance with Schedule B of this Agreement.

**Schedule B – Calculation of Amount of Annual Funding Contribution**

1. The following definitions apply for the purposes of this Schedule:

**"Academic Properties"** means property vested in UBC which is exempt from taxation pursuant to section 54 of the *University Act*, R.S.B.C. 1996, c. 468;

**"Actual Total Fire Services Costs"** means the actual amount of the Fire Services costs paid by the Province to the City of Vancouver each year, as contemplated by section 3.2 of the Fire Services Agreement;

**"Budgeted Total Fire Services Costs"** means the budgeted amount of the Fire Services costs paid to the City of Vancouver by the Province each year, as contemplated by section 3.2 of the Fire Services Agreement;

**"Population of Academic Properties"** means the total of UBC's annualized full-time equivalent students, faculty and staff attending and working (as the case may be) on the Academic Properties, as determined pursuant to section 3(a) of this Schedule B;

**"Population of Fire Service Area"** means the combined total populations of the Population of Academic Properties, the Population of Market Properties, and the Population of University Endowment Lands, as determined pursuant to section 6 of this Schedule B;

**"Population of Market Properties"** means the total population of residents living in the Market Properties determined pursuant to section 3(b) of this Schedule B;

**"Population of University Endowment Lands"** means the total population of residents living in the University Endowment Lands, determined pursuant to Section 4 of this Schedule B;

**"Total Annual Costs"** means the amount calculated pursuant to Section 5 of this Schedule B which is the portion of the Budgeted Total Fire Services Costs attributable to the Market Properties, as may be adjusted pursuant to section 10 of this Schedule B.

2. On or before June 1<sup>st</sup> of each year beginning in 2017, UBC will provide to the Province:
- (a) the Population of Academic Properties and the Population of Market Properties for the current year; and
  - (b) a projection of both the Population of Academic Properties and the Population of Market Properties for the following year.

3. The populations referred in section 2 above will be determined using the following methods:

(a) Population of Academic Properties:

(i) Current year:

(A) UBC Students: annualized full time equivalent students studying in faculties or programs based in UBC's Vancouver campus as of March 1 of the current year, as determined by UBC's Planning and Institutional Research office.

(B) UBC Faculty/staff: Total number of full time equivalent UBC faculty and staff working at the UBC Vancouver campus, excluding student employees as of November 1 of the previous year, as determined by UBC's Planning and Institutional Research office.

(ii) Following year

(A) UBC Students: projected annualized full time equivalent students studying in faculties or programs based in UBC's Vancouver campus as of March 1 of the following year, as determined by UBC's Planning and Institutional Research office.

(B) UBC Faculty/staff: (1) Calculate the percentage (%) change in the student population in the current year and the projected student population for following year; and (2) multiply the percentage calculated in (1) immediately above against the current year UBC faculty/staff calculated in accordance with section 3(a)(i)(B) of this Schedule B.

(b) Population of Market Properties:

(i) Current year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by completed residential units of Market Properties for which occupancy permits have been granted as of June 1.

(ii) Following year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by the projected completed residential units of Market Properties for which occupancy permits have been granted as of June 1.

4. On or before June 1st of each year beginning in 2017, the Population of University Endowment Lands as of June 1<sup>st</sup> for the current year and a population projection for the following year will be determined using the following methods:

(a) Population of University Endowment Lands:

(i) Current Year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by completed residential units for which occupancy permits have been granted as of June 1.

(ii) Following Year:

The average number of people per dwelling type established in the most recent Canada Census population statistics for Metro Vancouver Electoral Area A multiplied by the projected completed residential units for which occupancy permits have been granted as of June 1.

5. For reference purposes only, the Canada 2011 Census population statistics for the average number of people per dwelling type for Metro Vancouver Electoral Area A are:

Single-detached house	2.91
Semi-detached house	3.11
Row house	3.07
Apartment, duplex	2.73
Apartment, < 5 storeys	2.29
Apartment ≥ 5 storeys	2.22
Moveable dwelling	3.00

6. The amount of the Total Annual Costs for each year will be calculated as follows:

Where:

A = Population of Market Properties

B = Population of Academic Properties

C = Population of University Endowment Lands

D = Population of Fire Service Area

Step 1: Calculate the Population of Fire Service Area.

$$A+B+C = D$$

Step 2: Calculate the percentage that the Population of Market Properties represents of the Population of Fire Service Area.

$$A/D = A\%$$

Step 3: Calculate the Total Annual Costs by multiplying A% in Step 2 above by the Budgeted Total Fire Services Costs.

$$A\% * \text{Budgeted Total Fire Services Costs} = \text{Total Annual Costs}$$

7. On or before July 31 of each year of the term of this Agreement beginning in 2017 the Province will provide UBC with an invoice for the Total Annual Costs calculated in accordance with section 6 above.
8. Subject to this Agreement, UBC will pay to the Province the amount of the invoice referred to in section 7 within 60 days of receipt of the invoice.
9. If UBC fails to pay to the Province the amount of the invoice referred to in section 7 of this Schedule B, interest will be charged by the Province at three per cent (3%) per annum above the prime rate of the principal banker for the Province.
10. If there is a variation between the Budgeted Total Fire Services Costs and the Actual Total Fire Services Costs in a given Fiscal Year, the Total Annual Costs calculated pursuant to section 6 of this Schedule B shall be recalculated in accordance with section 6 of this Schedule B using the Actual Total Fire Services Costs in place of the Budgeted Total Fire Services Costs and the population figures previously provided to the Province pursuant to section 2 of this Schedule B. The calculated difference between the Budgeted Total Fire Services Costs and the Actual Total Fire Services Costs in a given Fiscal Year will be added to or subtracted from, as applicable, the next invoice provided to UBC by the Province pursuant to section 7 of this Schedule B. No interest will be charged by either party on the calculated difference between the Budgeted Total Fire Services Costs and the Actual Total Fire Services Costs in a given Fiscal Year.
11. All cost recovery payments made by UBC to the Province shall be made electronically to the Ministry of Community, Sport and Cultural Development.