

MacNair, Tara MUNI:EX

From: Jensen, Chris A MUNI:EX
Sent: January 29, 2021 5:08 PM
To: Dusterhoft, Carrie AEST:EX
Cc: Holden, Virginia MAH:EX
Subject: UBC Fire Services

Hi Carrie,

Good to catch up with you today. Here is some background on the UBC Neighbourhood Fire Services Agreement between the Province, represented by the Ministry of Municipal Affairs (MUNI), and UBC:

- In October 2016, the Province and the University of British Columbia (UBC) entered into a contribution agreement to fund fire protection costs for the campus's market properties. The five-year term for the contribution agreement expires on March 31, 2021. MUNI is preparing to engage UBC to extend the term of the agreement.
- UBC's Vancouver campus is the only university in B.C. located within an unincorporated "rural" area of a regional district. Because the campus is not within a municipality, the Province is responsible for funding certain local services including major roads and policing. UBC is also the only university in the province with B.C. government-funded community fire protection. At all other B.C. universities, the local municipality pays for fire service.
- The Province provides fire service to the University Endowment Lands (UEL) and UBC through a 99-year contract with the City of Vancouver (signed in 1995). MUNI is responsible for funding contract costs. For 2020/21, contract costs were \$7.7M. UBC's contribution is calculated on a per capita basis. For 2021/21 this resulted in market properties contributing approximately \$1.2M. The UEL contributed \$420,000. The remaining \$6.1M expense for UBC's academic population was funded by MUNI through other provincial revenues. UBC funds its contribution through an existing Service Levy it collects from market properties.
- In 1995 when the City of Vancouver was first contracted to provide fire protection services, there were few taxable properties at UBC. With virtually no tax base at the time, no mechanism was established to contribute funding towards fire service costs. Since that time UBC's Land Use Plan has resulted in significant development which now provides market housing for approximately 13,000 residents. The rapid population increase and inequitable funding model prompted the Province to begin recovering costs for providing fire protection to market properties. The establishment of the contribution agreement brought consistency with how fire services are funded on UBC and B.C.'s unincorporated areas (i.e. a service fee in addition to the Province's General Rural tax rate).
- The change in the funding model did not increase property tax rates for residents. s.16; s.17

s.16; s.17

- s.16; s.17

Please call me at anytime if you'd like to discuss this

issue.

Best regards,
Chris

Chris Jensen MSc ASCT EP
Senior Policy Analyst
Community Policy and Legislation
Ministry of Municipal Affairs
Tel: (778) 698-3316



April 9, 2021

By Email: Okenge.YumaMorisho@gov.bc.ca

Okenge Yuma Morisho
Deputy Minister
Ministry of Municipal Affairs
PO 9490 Stn Prov Govt
Victoria, BC V8W 9N7

Dear Deputy Minister,

Subject: UBC Campus Neighbourhoods Fire Protection Funding

Thank you for your March 17, 2021 letter inviting The University of British Columbia to work with the Ministry of Municipal Affairs to extend the term of our 2016 UBC Neighbourhood Fire Services Contribution Agreement. As you note, the Contribution Agreement's five-year term expired on March 31, 2021. We appreciate the invitation to engage with your staff in a discussion about next steps.

UBC is satisfied with the current arrangement for fire service delivery, by which the Province engages the City of Vancouver to provide fire protection for UBC's campus, Metro Vancouver Regional District's Pacific Spirit Park, and the University Endowment Lands, including significant Musqueam Nation land holdings. We are keen to see the service continue with a fair, cost effective funding model for UBC's neighbourhoods. As part of discussions to extend the agreement, we would also appreciate additional information on the provincial costs of delivering campus community services, described below.

As you are aware, UBC has a unique service delivery model in which neighbourhood residents pay two forms of "property tax": the rural property tax, paid directly to the Province; and a Services Levy amount collected by UBC pursuant to campus leases, as lessor for all campus neighbourhood development. As required in UBC's land leases, which the Province approved, the combined amount must equal the City of Vancouver's property tax rates. As a result, UBC has no control over the amount of Services Levy revenue generated each year. In addition, under the Neighbours Agreement, a contractual arrangement between UBC and the University Neighbourhoods Association (UNA), UBC provides the UNA all Services Levy revenue to deliver campus neighbourhood services such as community centres, utility funding, and library access.



As a public post-secondary institution, the Services Levy is the only revenue source UBC has for campus neighbourhood service delivery. The Fire Services Contribution Agreement between the Ministry and UBC is clear that UBC will only fund neighbourhood fire protection from the Services Levy. Under the terms of the Neighbours Agreement between UBC and the UNA, the University must seek UNA consent to use the Services Levy as the funding source to extend the Contribution Agreement for a second term. With your invitation to extend the Contribution Agreement, UBC will begin consulting with the UNA.

To inform consultations with the UNA, it would be useful for UBC if the Province were able to provide additional information on the cost of campus service delivery relative to rural property tax collected from campus neighbourhoods. In particular, UBC staff have engaged Ministry staff for additional information on the cost of area police services and road maintenance relative to campus rural tax revenue, similar to the detail the Ministry has shared for fire services costs. The UNA has sought this information to understand the value of contributing to annual fire service protection costs. It will be a key consideration in discussions to extend the Contribution Agreement.

We look forward to continuing our collaboration on this important issue. The lead in my portfolio for this matter is Michael White, Associate Vice President, Campus and Community Planning, who can be contacted by Ministry staff at michael.white@ubc.ca.

Yours truly,

A handwritten signature in dark ink that reads 'R. Ciceri'.

Robin Ciceri
Vice-President, External Relations

Copy: Shannon Baskerville, Deputy Minister, AEST
Michael White, AVP Campus and Community Planning, UBC

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 30th, 2016 and expires on March 31st, 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 31st 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 Ministry 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: _____

THE UNIVERSITY OF BRITISH COLUMBIA:

Per:

Authorized Signatory

PHILIP STEENKAMP, VICE PRESIDENT, EXTERNAL RELATIONS

Name/Title

Date: 4 DEC 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 31st, 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 to the Agreement between the Province and UBC dated for reference October 4, 2016.

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 1st 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 1st 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.

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 30th, 2016 and expires on March 31st, 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 31st 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.

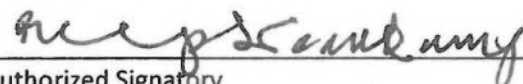
SIGNED by the Minister of Community, Sport
and Cultural Development or his or her
duly authorized representative on behalf
of HER MAJESTY THE QUEEN IN
RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA:



Minister (or duly authorized representative)

Date: Oct 26/16

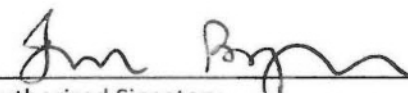
THE UNIVERSITY OF BRITISH COLUMBIA:

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 31st, 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 1st 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 1st 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.



March 17, 2021

Ref: 265202

Robin Ciceri
Vice-President, External Relations
University of British Columbia
2210 West Mall
Vancouver, BC V6T 1Z4

Dear Robin Ciceri:

In 2016 the Ministry of Municipal Affairs (MUNI) and the University of British Columbia (UBC) successfully worked together to establish a sustainable funding model for the provision of fire services to UBC's neighbourhood areas. This work resulted in the UBC Neighbourhood Fire Services Contribution Agreement which set out the terms and conditions for an annual funding contribution from UBC's market properties to the Province for fire service expenses. The five-year term of the Contribution Agreement expires on March 31, 2021.

I understand that both MUNI and UBC met their respective obligations under the Contribution Agreement and that no amendments were raised by either party during the term. Furthermore, no issues were raised regarding the level of service provided by the contractor, Vancouver Fire Rescue Services.

The provision of fire services to UBC is unique in the province and presents challenges compared to B.C.'s other universities. I am pleased that MUNI and UBC were able to work collaboratively to overcome those challenges and reach an agreement that is effective in terms of fairness, clarity, and certainty. If UBC wishes to continue to receive fire services under the current arrangement, then I invite UBC to extend the term of the Agreement.

To ensure that UBC's neighbourhood areas are provided with appropriate and reliable fire services, I invite your staff to work with Ministry staff to extend the term of the Contribution Agreement. To begin the renewal process or if you have any questions, please contact Virginia Holden, Director, Community Policy and Legislation at Virginia.Holden@gov.bc.ca or (250) 886-3472. I look forward to building on our successes to date and continuing to work collaboratively together on this important community issue.

Sincerely,

Okenge Yuma Morisho
Deputy Minister
Ministry of Municipal Affairs



DECISION BRIEFING NOTE

Date: February 24, 2021

Prepared For: David Curtis, Assistant Deputy Minister, Ministry of Municipal Affairs

Topic: Fire Services at the University of British Columbia (UBC)

Purpose: Request approval to engage UBC to extend the term of the UBC Neighbourhood Fire Services Contribution Agreement

RECOMMENDED OPTION:

s.13; s.16; s.17

BACKGROUND:

UBC's Vancouver campus is the only university in B.C. located within an unincorporated "rural" area. As the campus is not within a municipality, the Province is responsible for funding local roads, and community protection services, including policing and fire. Point Grey is the only area in B.C. where the Province directly funds the annual operating costs for fire protection services. For all other areas, property taxes to a local government are used to fund this expense.

Fire services for UBC and the University Endowment Lands (UEL) are provided by the City of Vancouver under a contract with the Province. For 2021/22, contract costs are estimated to be almost \$7.7M. MUNI is responsible for funding this expense. MUNI recovers a portion of contract costs from the UEL; however, until 2016 the Province had not been recovering costs from UBC's market properties.

In 2016 the Province and UBC entered into a five-year Contribution Agreement whereby UBC would remit fire services costs for its neighbourhood areas. The change in funding structure was s.12; s.13 because it brought consistency with the cost recovery funding model used for B.C.'s unincorporated communities and the UEL. UBC pays for this expense through an existing Service Levy it collects from its market properties. The change did not increase property tax rates for residents.

Under the Contribution Agreement, fire service costs are allocated based on the per capita ratio between UBC's academic lands, UBC's market properties and UEL properties (See appendix 1 for maps). For 2020/21, the formula resulted in UBC transferring approximately \$1.2M to MUNI (UEL contributed \$420,000). Fire service costs for UBC's tax-exempt academic properties continue to be funded by MUNI through other general provincial revenues (~\$6.0M in 2020/21).

s.13; s.16

When the Contribution Agreement was first established, UBC worked to mitigate the financial impact on the UNA's budget. The ~\$1M gross expense was managed by UBC so that the net impact to the UNA's annual budget was ~\$200,000 (UNA's 2020/21 total operating budget is \$4.8M and total planned expenses are \$8M).

s.16; s.17



DISCUSSION:

The five-year term of the Contribution Agreement expires on March 31, 2021. Direction is requested to engage with UBC to extend the term of the agreement.

s.16; s.17

s.16; s.17

s.16; s.17

areas have one of B.C.'s highest population growth rates (currently 16% per annum). For 2021/22, the population in these areas is projected to surpass 15,000 residents (does not include student accommodation). For comparison, if UBC's neighbourhood areas were a municipality, it would have the 43rd highest population out of 162 municipalities in B.C.

s.12; s.16; s.17

s.12; s.16; s.17

s.16; s.17

s.16; s.17

FINANCIAL IMPLICATIONS:

UBC's 2020/21 payment of approximately \$1.2M was a recovery to MUNI's vote to offset a portion of the cost of the contract with the City of Vancouver .

s.16; s.17

s.16; s.17

GBA+ OR DIVERSITY AND INCLUSION IMPLICATIONS:

None. All residents of UBC's market properties receive fire protection services including under-represented groups, women, men and non-binary people.

OPTIONS:

s.13; s.16; s.17



Ministry of
Municipal Affairs

s.13; s.16; s.17

APPROVED / NOT APPROVED

David Curtis, Assistant Deputy Minister

Date

Attachments:

1. UBC Neighbourhood Fire Service Agreement

PREPARED BY:

Chris Jensen, Sr. Policy Analyst,
Community Policy and Legislation Branch

APPROVED BY:

Virginia Holden, Director,
Community Policy and Legislation Branch

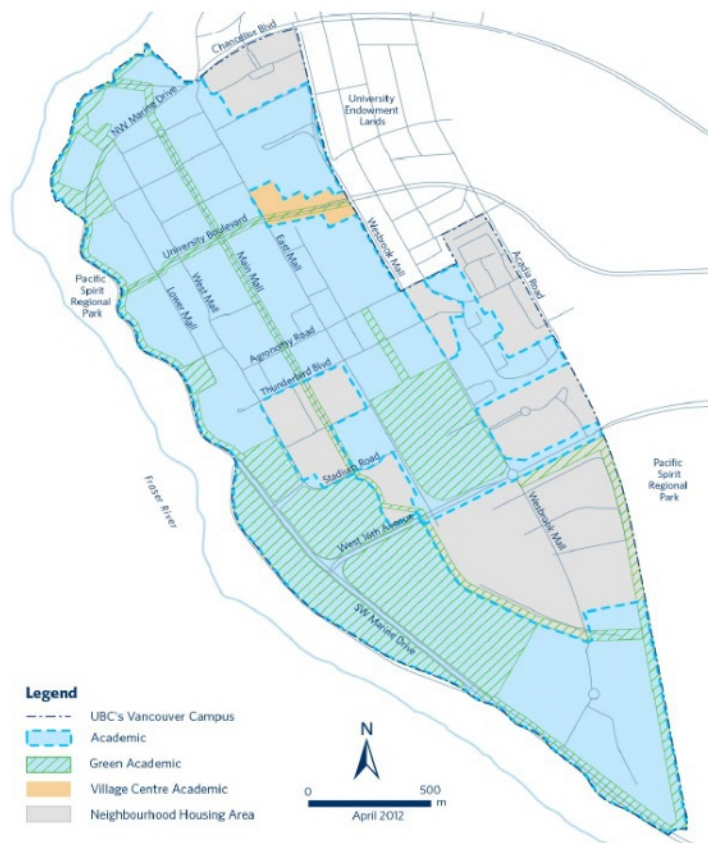
DATE APPROVED:



Appendix 1 –UBC and UEL Maps



Map 1: University of BC Point Grey Campus Lands and University Endowment Lands.



Map 2: UBC Neighbourhood Market Housing areas (Grey)



INFORMATION BRIEFING NOTE

Date: April 9, 2021

Prepared For: Rachel Holmes, Assistant Deputy Minister, Ministry of Municipal Affairs

Topic: Fire Services at the University of British Columbia (UBC)

Purpose: Overview on the provision of fire services to UBC and renewing the UBC Neighbourhood Fire Services Contribution Agreement

BACKGROUND:

UBC's Vancouver campus is the only university in B.C. located within an unincorporated "rural" area. Since the campus is not within a municipality, the Province is responsible for funding local roads and policing. Point Grey is unique because it is the only area in B.C. where the Province also directly funds the annual operating costs for fire services. For all other areas, property taxes to a local government are used to fund this expense.

Fire services for UBC and the University Endowment Lands (UEL) are provided by the City of Vancouver under a contract with the Province. For 2021/22, contract costs are estimated to be \$7.7M. MUNI is responsible for funding this expense. MUNI recovers a portion of contract costs from the UEL; however, until 2016 the Province had not been recovering costs from UBC's market properties.

In 2016 the Province and UBC entered into a five-year Contribution Agreement whereby UBC would remit fire services costs for its neighbourhood areas. The change in funding structure^{s.16; s.17} because it brought consistency with the cost recovery funding model used for B.C.'s unincorporated communities. UBC pays for this expense through an existing Service Levy it collects from its market properties. The change did not increase property tax rates for residents.

The per capita formula in the Contribution Agreement resulted in UBC transferring approximately \$1.2M to MUNI (UEL contributed \$420,000). Fire service costs for UBC's tax-exempt academic properties continue to be funded by MUNI through other provincial revenues (~\$6.0M in 2020/21). The Contribution Agreement expired on March 31, 2021.^{s.16; s.17}

s.16; s.17

s.16; s.17 This approach is inconsistent with how fire



services are funded in unincorporated areas and would make UBC's market properties the only area in B.C. to have high quality fire services funded by the Province through the base General Rural Tax (UEL pays a higher General Rural Tax rate in part to fund fire services).

The UNA board represents residents living in market properties within UBC's neighbourhood areas. These areas have one of B.C.'s highest population growth rates (currently 16% per annum). For 2021/22, the population in these areas is projected to surpass 15,000 residents (does not include student accommodation). For comparison, if UBC's neighbourhood areas were a municipality, it would have the 43rd highest population out of 162 municipalities in B.C.

s.16; s.17

s.16; s.17

s.16; s.17

s.16; s.17 if the UNA Board does

not support renewal, then MUNI will need to pursue other options (e.g. terminate the fire service contract with the City of Vancouver or use legislative tools such as the *Local Services Act* to cost recover).

s.16; s.17

FINANCIAL IMPLICATIONS:

UBC's 2020/21 payment of approximately \$1.2M was a recovery to MUNI's vote to offset a portion of the cost of the contract with the City of Vancouver.

s.16; s.17

s.16; s.17

GBA+ OR DIVERSITY AND INCLUSION IMPLICATIONS:

None. All residents of UBC's market properties receive fire protection services.

NEXT STEPS

s.16; s.17

Attachments:

1. UBC Neighbourhood Fire Service Agreement
2. March 17, 2021 MUNI letter to UBC

PREPARED BY:

Chris Jensen, Sr. Policy Analyst,
Community Policy and Legislation Branch

APPROVED BY:

Virginia Holden, Director,
Community Policy and Legislation Branch

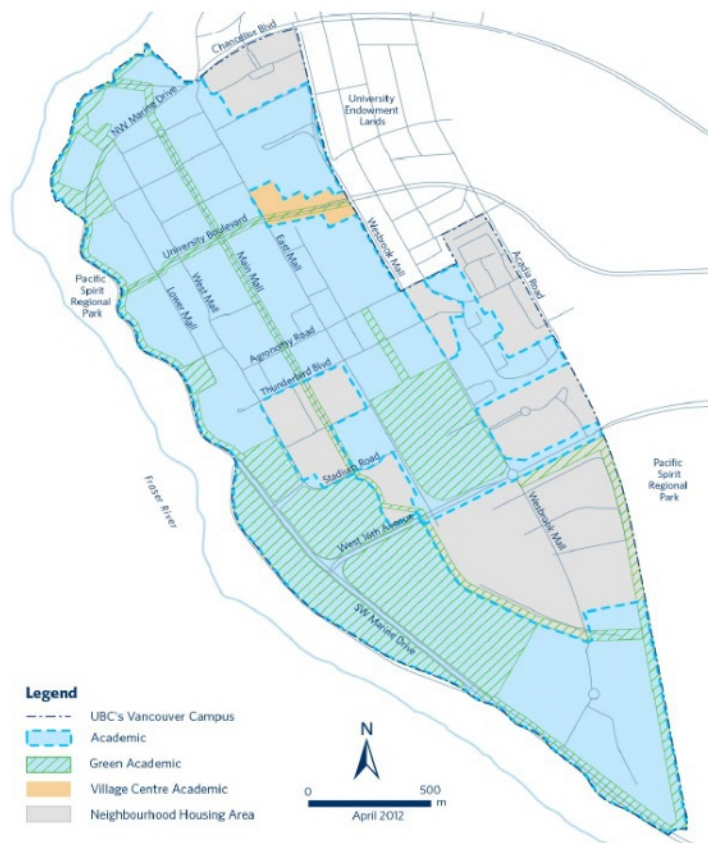
DATE APPROVED:



Appendix 1 –UBC and UEL Maps



Map 1: University of BC Point Grey Campus Lands and University Endowment Lands.



Map 2: UBC Neighbourhood Market Housing areas (Grey)

MacNair, Tara MUNI:EX

From: Fay, Christopher <chris.fay@ubc.ca>
Sent: March 17, 2021 10:23 AM
To: Jensen, Chris A MUNI:EX
Subject: RE: Appointed Director

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris,

Yes: a resident elected director resigned and the UNA Board appointed Bill Holmes as a replacement, consistent with their bylaws.

Let me know if you have other questions.

Chris.

From: Jensen, Chris A MUNI:EX <Chris.Jensen@gov.bc.ca>
Sent: Wednesday, March 17, 2021 10:21 AM
To: Fay, Christopher <chris.fay@ubc.ca>
Subject: Appointed Director

[CAUTION: Non-UBC Email]

Morning Chris,

Can you please tell me who appointed Mr. Holmes as Resident Director and why he was not elected? Did someone step down?

The current UNA Board has 4 elected resident directors instead of the usual 5.

Thanks,
Chris

Tel: (778) 698-3316

MacNair, Tara MUNI:EX

From: Fay, Christopher <chris.fay@ubc.ca>
Sent: March 16, 2021 2:56 PM
To: Jensen, Chris A MUNI:EX
Subject: RE: GSML

[EXTERNAL] This email came from an external source. Only open attachments or links that you are expecting from a known sender.

Hi Chris,

Thanks for the question. I'm not sure which part of their analysis you're referring to. I expect the ~12% of non-residential revenue you mention relates to UBC's commercial properties in our neighbourhoods; they account for approximately the same portion of our assessed value on campus. We do have a very small number of properties outside of neighbourhood areas that pay rural tax to the province and a levy to UBC for municipal services. I don't know the number off the top of my head, but I suspect it's fewer than 5.

Let me know if it'd be useful to get more detail.

Thanks,

Chris.

From: Jensen, Chris A MUNI:EX <Chris.Jensen@gov.bc.ca>
Sent: Tuesday, March 16, 2021 2:23 PM
To: Fay, Christopher <chris.fay@ubc.ca>
Subject: GSML

[CAUTION: Non-UBC Email]

Hi Chris,

Can you confirm that there are properties located outside of neighbourhood areas which pay the GMSL?

s.16; s.17

2020 provincial levy data shows that almost 12% of revenue from UBC lands came from non-residential property classes. When we chat next let's see if we can clarify whether this non-residential revenue came from within or outside of neighbourhood areas. This will help with revenue vs expense accounting for neighbourhood areas.

Thanks,
Chris

Chris Jensen MSc ASCTEP
Senior Policy Analyst

MacNair, Tara MUNI:EX

From: Braman, Jonn MUNI:EX
Sent: February 11, 2021 8:07 AM
To: Marotz, Nicola MUNI:EX; Faganello, Tara MUNI:EX
Cc: Wilkins, Christina MUNI:EX; Andrade, Ana MUNI:EX
Subject: RE: UBC Fire Services contract renewal - touch base ISPS/LGD

I believe the conversation below is about the contract between the Province and UBC for the UNA portion, not the contract between the Province and the City of Vancouver for fire service provision to UEL, UBC (both academic and UNA residential). I am not sure when the term on the latter expires, but we'll (UEL) definitely want to be apart of that discussion when it occurs. In any case, I concur that it makes sense for CPL to lead on both, with us in the loop.

s.13; s.16; s.17

Cheers,

Jonn Braman, Manager
University Endowment Lands

From: Marotz, Nicola MAH:EX <Nicola.Marotz@gov.bc.ca>
Sent: February 10, 2021 3:28 PM
To: Braman, Jonn MAH:EX <Jonn.Braman@gov.bc.ca>; Faganello, Tara MAH:EX <Tara.Faganello@gov.bc.ca>
Cc: Wilkins, Christina MAH:EX <Christina.Wilkins@gov.bc.ca>; Andrade, Ana MAH:EX <Ana.Andrade@gov.bc.ca>
Subject: FW: UBC Fire Services contract renewal - touch base ISPS/LGD

Thanks Tara. I had flagged for Jodi before she left that this file should stay with Chris, given his history. Historically, this was a file that was directly handled by Financial Services (Jim) as it is a corporate arrangement (service contract) between province and Vcr. Then when UNA neighbourhoods started to pay, Chris did that work and took over a lead role. UEL simply pays its share on behalf of its residents. Jonn, would appreciate your thoughts, but think this fits better with CPL than with LGD. Thanks Nicola

Sent from Workspace ONE Boxer

On Feb 10, 2021 3:06 PM, "Faganello, Tara MAH:EX" <Tara.Faganello@gov.bc.ca> wrote:
Hi Nicola and Jonn,

Could you please consider the following and provide me with your advice?

From: Curtis, David MAH:EX <David.Curtis@gov.bc.ca>
Sent: February 10, 2021 1:14 PM
To: Faganello, Tara MAH:EX <Tara.Faganello@gov.bc.ca>
Subject: UBC Fire Services contract renewal - touch base ISPS/LGD

Hi Tara,

Chatted with the ISSP team and wanted to be sure you were aware and supportive of the current approach requested by LGD staff with respect to renegotiating the UBC fire services 5 year term contract for the end of March.

- The 5 year contract for fire services at UBC needs to be renegotiated as the term ends on March 31, 2021.
- After the ministry's restructuring process, it would be good to confirm which team within MUNI should be lead for the fire services renegotiation s.13; s.16; s.17

s.13; s.16; s.17

- I understand in the absence of the standard local government framework on the Point Grey Peninsula requires MUNI to be involved in community issues that would typically be addressed by a local government. The unique governance structures for both UBC and the University Endowment Lands (UEL) results in MUNI being responsible for a range of local functions linked to several work units with MUNI including:
 - Local Government Division: UEL Administration
 - LGD Governance and Structure Branch: UEL Governance and Servicing Study. This study encompasses UBC in several regards due to connectivity or shared nature of services.
 - LGD Planning and Land Use Management Branch: Provincial adoption of UBC's Land Use Plan
 - Management Services Division: Facilities issues related to the campus's RCMP and Fire Hall building (in coordination with CITZ).
 - Management Services Division: Issues invoices to UBC for cost recovery under the UBC Neighbourhood Fire Service Contribution Agreement (\$1.2M in 2020/21). The agreement was established by a MUNI Division that has since been dissolved.
- Presently one of these issues is funding fire protection services for UBC's market properties. The five-year term for the Fire Service Contribution Agreement between UBC and MUNI expires on March 31, 2021. To continue receiving the funding contribution, MUNI must extend the term of the agreement with UBC.

s.13; s.16; s.17

Let me know what your preference is or any issues/considerations.

Regards,

David

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Withheld pursuant to/removed as

s.13