

PEACE RIVER REGIONAL DISTRICT
By-Law No. 1999, 2012

A by-law to authorize the signing of an agreement
with the District of Chetwynd
regarding Rural Fire Protection Services

WHEREAS the Peace River Regional District (the "Regional District") is desirous of entering into an agreement with the District of Chetwynd ("Chetwynd") for the provision of rural fire protection services;

AND WHEREAS the parties have agreed that Chetwynd will provide the Regional District with Rural Fire Protection Services;

NOW THEREFORE the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

1. The Peace River Regional District is authorized to enter into the Agreement and the Chair and Chief Administrative Officer of the Peace River Regional District are hereby authorized to affix the seal of the Peace River Regional District to the Agreement, Appendix 'A' attached, which forms part of this by-law.
2. This by-law may be cited as "District of Chetwynd Rural Fire Protection Services Agreement By-law No. 1999, 2012."

READ FIRST TIME this 10th day of May, 2012.

READ A SECOND TIME this 10th day of May, 2012.

READ A THIRD TIME this 10th day of May, 2012.

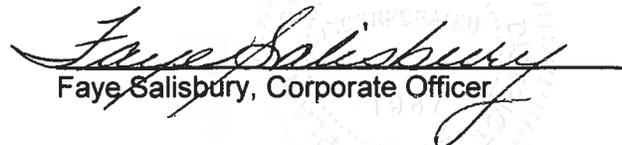
ADOPTED this 10th day of May, 2012.

CERTIFIED A TRUE AND CORRECT
COPY of "District of Chetwynd Rural Fire
Protection Services Agreement By-law
No. 1999, 2012."

THE CORPORATE SEAL of the Peace
River Regional District was hereto affixed in
the presence of:


Faye Salisbury, Corporate Officer


Karen Goodings, Chair


Faye Salisbury, Corporate Officer

APPENDIX 'A'

RURAL FIRE PROTECTION AGREEMENT

This agreement made the day of , 2012.

BETWEEN:

**Peace River Regional District
Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8**
[the "Regional District"]

OF THE FIRST PART

AND:

**District of Chetwynd
Box 357, 5400 North Access,
Chetwynd, BC V0C 1J0**
["Chetwynd"]

OF THE SECOND PART

WHEREAS the Regional District has pursuant to "Chetwynd Rural Fire Protection Local Service Area Establishment By-law No. 1129, 1998", and "Revision to Chetwynd Rural Fire Protection Service Area Establishment By-law No. 1796, 2008" (hereinafter collectively called the "Regional District by-laws"), established a local service area (hereinafter called the "Rural Fire Protection Area") shown as the cross-hatched area on the drawing attached as Schedule 'A' to this Agreement for rural fire protection services as more particularly known and described in the said by-laws;

AND WHEREAS pursuant to Section 13 of the Community Charter, the Board of the Regional District consents to the provision of the Services (as defined below) by Chetwynd in accordance with the terms of this Agreement;

AND WHEREAS Chetwynd has lawfully established a fire department (the Fire Department) and Fire Prevention By-Law No. 18, 1963, as amended, and such Fire Department has sufficient capacity to supply rural fire protection and control services to the Rural Fire Protection Area;

AND WHEREAS the Regional District has on behalf of residents of the Fire Protection Area negotiated with Chetwynd to provide rural fire protection and control services to the Fire Protection Area for a period of five (5) years on the terms hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto covenant and agree each with the other as follows:

1. RURAL FIRE PROTECTION SERVICES

- 1.1 Chetwynd shall through its Fire Department provide rural fire protection and control services (hereinafter called the "Services") to and for the Rural Fire Protection Area to the extent and standard as may be reasonably expected of a responsible municipal fire department in the Province of British Columbia given the resources available in the Rural Fire Protection Area, and without limiting the generality of the foregoing, the Services supplied by the Fire Department of Chetwynd to the Rural Fire Protection Area shall include:
- a) Answering and responding to all fire emergency calls from the Rural Fire Protection Area in the same order of priority as if fire emergency calls from the Rural Fire Protection Area were fire emergency calls made from within the District of Chetwynd;
 - b) Attending at fire emergencies in the Rural Fire Protection Area with all necessary equipment for the purpose of controlling and extinguishing fires;
 - c) Conducting regular inspections as the same may be required of premises within the Rural Fire Protection Area to locate conditions which may cause a fire or increase the danger of a fire or increase the danger to persons therein, such inspections to be with the same frequency and to the same standard as inspections conducted in the District of Chetwynd; and
 - d) Generally coordinating and implementing all those services which may be necessary for or incidental to the investigation, prevention and suppression of fires or matters within the Rural Fire Protection Area which are normally within the scope of responsibility of Municipal Fire Departments in British Columbia pursuant to laws in force from time to time in British Columbia.
- 1.2 Chetwynd through its Fire Department shall ensure that it has at all times all necessary personnel and maintains and operates all necessary equipment to provide the Services to the Rural Fire Protection Areas as set out herein.

2. TERM OF AGREEMENT

- 2.1 The term of this Agreement (hereinafter called "the Term") shall be a period of five (5) years commencing January 1, 2012 and ending on December 31, 2016.

3. PAYMENT FOR RURAL FIRE PROTECTION SERVICES

- 3.1 For each year of the Term, for the supply of the Services to the Rural Fire Protection Area, the Regional District shall pay to Chetwynd a sum (hereinafter called the "Annual Payment") determined to be a percentage of the Chetwynd Fire Department budget for operations, by apportioning between the Regional District and Chetwynd, the provisional budget of the Fire Department for Chetwynd on the basis of converted values for improvements only for Regional Hospital District purposes for the specified portion of Electoral Area "E" and for that portion of Chetwynd established as a Local Service Area pursuant to Section 800(1) of the Local Government Act for the purposes of providing rural fire protection. Despite the foregoing, the Annual Payment shall not exceed the maximum amount set out in the Regional District by-laws.
- 3.2 The Regional District shall pay the Annual Payment for the calendar year to Chetwynd within the first two weeks in August in each year during the Term.
- 3.3 Upon provision by Chetwynd of financial reports, the annual payment from the previous year shall be adjusted, and additional payments or refunds shall be made accordingly by the parties within the first two weeks in August after provision of the financial reports. For certainty, any adjustment for the year 2016 will occur within the first two weeks in August 2017.
- 3.4 The Annual Payment shall be apportioned by using the converted values of improvements only excluding the boundary extensions as per the Regional District supplementary Letters Patent Order in Council 1423 of December 4, 1996.

4. REPORTING REQUIREMENTS

- 4.1 Chetwynd shall submit the budget for the Fire Department, to the Chief Financial Officer of the Regional District no later than the 15th day of February in each year during the Term of this Agreement, said budget to have been recommended by the Fire Department Management Committee (as defined below).
- 4.2 Chetwynd shall provide a copy of the audited annual financial statements of Chetwynd to the Regional District no later than the 30th day of June in the year following each Annual Payment, including for certainty in 2017.

- 4.3 Chetwynd shall provide such other information to the Regional District as the Regional District may from time to time reasonably require, including, without limiting the generality of the foregoing, an annual statement of the activities of the Fire Department of Chetwynd detailing responses to emergency calls within the Rural Fire Protection Area and other information concerning the Services.

5. FIRE DEPARTMENT MANAGEMENT COMMITTEE

- 5.1 The parties hereto agree to establish a "Fire Department Management Committee" consisting of:

- a) The Director of Electoral Area "E";
- b) The Chief Administrative Officer of the Regional District;
- c) The Mayor or representative or designate of the Council of Chetwynd;
- d) The Fire Chief of the Fire Department of Chetwynd; and
- e) The Chief Administrative Officer for the District of Chetwynd.

For certainty, the Fire Department Management Committee is not a committee under the Community Charter.

- 5.2 The Fire Department Management Committee shall:

- a) Establish and maintain a liaison between the Regional District and Chetwynd respecting this Agreement;
- b) Provide budgetary recommendations for the Chetwynd Fire Department to the Regional District from time to time as required;
- c) Review any proposals from the Chetwynd Fire Department for capital expenditures or expansion of the Services;
- d) Review and make recommendations for settlement of any disputes between the parties hereto arising out of this Agreement.

6. RENEWAL OF AGREEMENT

- 6.1 No later than six months prior to the expiry of the Term, Chetwynd shall deliver notice to the Regional District whether it wishes to renew, extend or renegotiate this Agreement. For clarity, the parties are not obligated to renew, extend or renegotiate this Agreement.

7. TERMINATION

- 7.1 Either party to this Agreement may terminate this Agreement by giving to the other party on or before the last day of November of any year during the Term, a notice of termination in writing and if such notice is given in such manner this Agreement shall terminate on the earlier of the last day of December in the next calendar year immediately following the giving of such notice or on the date the Term would otherwise expire under Section 2.1 of this Agreement.

8. NOTICES

- 8.1 Any notice given hereunder to Chetwynd shall be well and sufficiently given if sent by pre-paid registered mail or delivered to Chetwynd addressed as follows:

District of Chetwynd
Box 357, 5400 North Access Road
Chetwynd, BC V0C 1J0
Attention: Chief Administrative Officer

Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the second business day following that day on which it was mailed.

- 8.2 Any notice given hereunder to the Regional District shall be well and sufficiently given if sent by pre-paid registered mail or delivered to the Regional District addressed as follows:

Peace River Regional District
Box 810, 1981 Alaska Avenue
Dawson Creek BC V1G 4H8
Attention: Chief Administrative Officer

Any such notice shall be deemed to have been given if delivered, when delivered, and if mailed, on the second business day following that day on which it was mailed.

9. GENERAL

- 9.1 Chetwynd shall perform its obligations under this Agreement in compliance with all laws in force in the Province of British Columbia from time to time.
- 9.2 The parties hereto and each of them covenant and agree that each of them shall upon the reasonable request of the other party, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 9.3 If at any time during the Term the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Agreement they may only do so by means of a written Agreement.

**PEACE RIVER REGIONAL DISTRICT
BYLAW NO. 1999, 2012**

SCHEDULE "A"

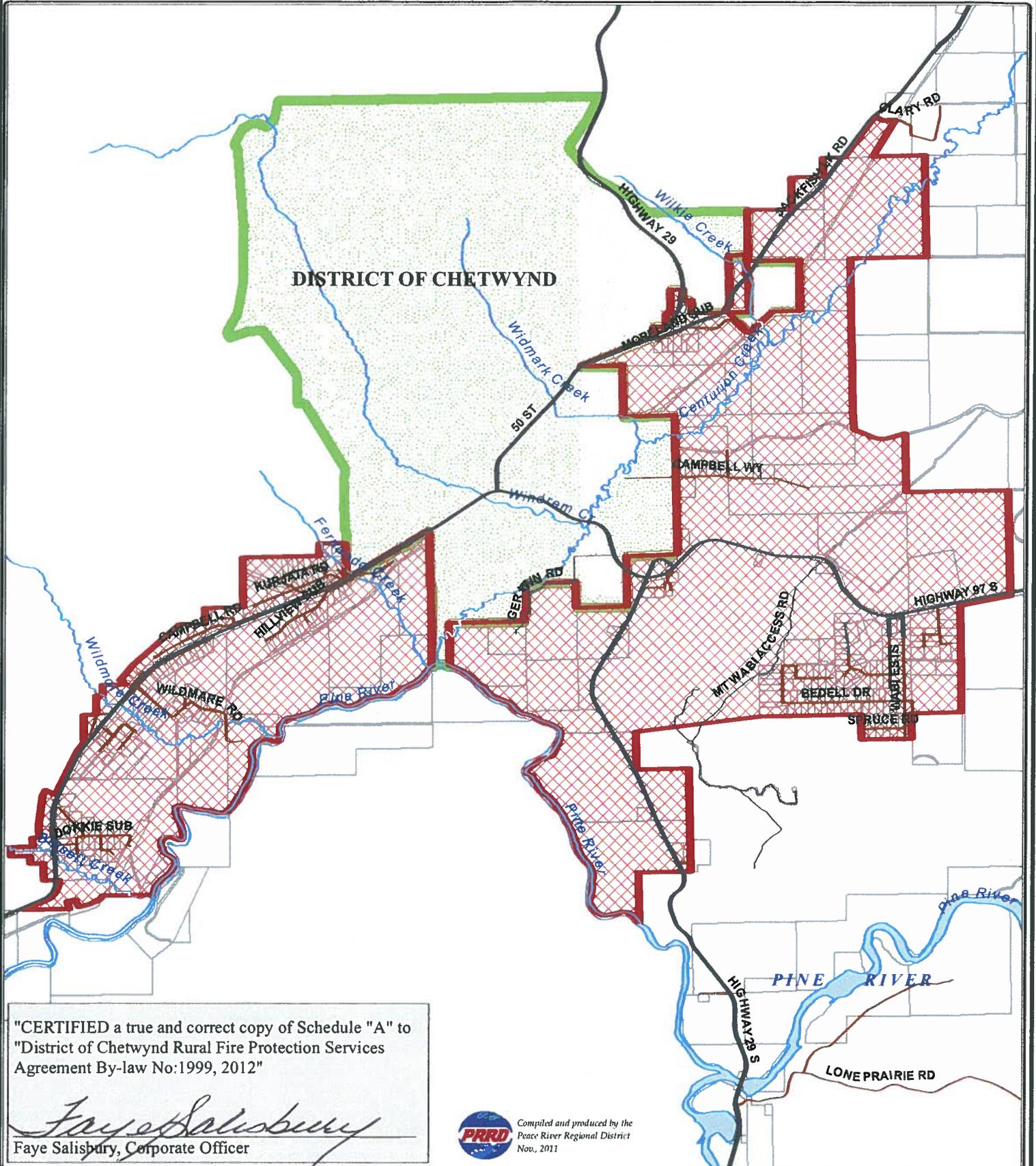


Rural Fire Protection Boundary

Municipal Boundary



UTM Zone 10 DATUM - NAD83 1:78,000



"CERTIFIED a true and correct copy of Schedule "A" to
"District of Chetwynd Rural Fire Protection Services
Agreement By-law No:1999, 2012"

Faye Salisbury
Faye Salisbury, Corporate Officer



Compiled and produced by the
Peace River Regional District
Nov, 2011