

**PEACE RIVER REGIONAL DISTRICT
Bylaw No. 2018, 2012**

A bylaw to authorize the signing of an agreement
with the City of Dawson Creek
regarding Rural Fire Protection Services

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

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

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

1. "Dawson Creek Rural Fire Protection Services Agreement Bylaw No. 1990, 2011" is hereby repealed.
2. The Peace River Regional District is authorized to enter into the Agreement attached hereto as Appendix 'A' and the Chair and Chief Administrative Officer of the Peace River Regional District are hereby authorized to execute the agreement.
3. This bylaw may be cited as "Dawson Creek Rural Fire Protection Services Agreement Bylaw No. 2018, 2012."

READ A FIRST TIME this 9th day of May, 2013.

READ A SECOND TIME this 9th day of May, 2013.

READ A THIRD TIME this 9th day of May, 2013.

ADOPTED this 9th day of May, 2013.

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

(seal)


Chair


Chief Administrative Officer

**Peace River Regional District
By-law No. 2018, 2012
Appendix 'A'**

RURAL FIRE PROTECTION AGREEMENT

This agreement dated for reference the 9 day of May, 2013.

BETWEEN:

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

[the "Regional District"]

OF THE FIRST PART

AND:

**City of Dawson Creek
Box 150,
Dawson Creek, BC V1G 4G4**

[the "City"]

OF THE SECOND PART

WHEREAS the Regional District has pursuant to "Dawson Creek - Pouce Coupe Rural Fire Protection Local Service Area Establishment By-law No. 710, 1990", and all amendments thereto, established a local service area as shown on Schedule 'A' to this Agreement;

AND WHEREAS the Regional District has, on behalf of residents, negotiated with the City to provide fire protection and control services to the portion of the local service area shown cross-hatched on the drawing attached as Schedule 'B' to this Agreement (the Rural Fire Protection Area) for a period of five (5) years on the terms hereinafter contained.

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 in section 1) by the City in accordance with the terms of this Agreement;

AND WHEREAS the City has lawfully established a fire department (the Fire Department) pursuant to its Fire Prevention By-law No. 945, 1960, and all amendments thereto, and the Fire Department has sufficient capacity to supply rural fire protection and control services to the Rural Fire Protection Area;

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 The City, through its Fire Department, shall provide rural fire protection and control services (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 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 City of Dawson Creek;
 - 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 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 of persons therein, such inspections to be with the same frequency and to the same standard as inspections conducted in the City of Dawson Creek; 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 The City, 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 (the "Term") shall be a period of five (5) years commencing January 1, 2012 and ending on December 31, 2016.

3. PAYMENT FOR 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 the City a sum (the "Annual Payment"), calculated as 6.95% of the City's Fire Department budget for operations. Despite the foregoing, the Annual Payment shall not exceed the maximum amount set out in the Regional District by-laws.

3. PAYMENT FOR FIRE PROTECTION SERVICES (continued)

- 3.2 The Regional District shall pay the Annual Payment for the calendar year to the City within the first two weeks in August in each year during the Term.
- 3.3 Upon provision by the City of financial reports, the Annual Payment from the previous year shall be adjusted, and additional payments or refunds shall be added to or deducted from the Annual Payment.

4. REPORTING REQUIREMENTS

- 4.1 The City shall submit the budget for the Fire Department, to the Chief Financial Officer of the Regional District no later than the 1st 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 The City shall provide a copy of the audited annual financial statements of the City 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 The City 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 City's Fire Department 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 "D";
 - b) The Mayor or representative of the City of Dawson Creek;
 - c) The Mayor or representative of the Village of Pouce Coupe.

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 the City respecting this Agreement;
 - b) Provide budgetary recommendations for the City Fire Department to the Regional District from time to time as required;
 - c) Review any proposals from the City 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 (6) months prior to the expiry of the Term, the City 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 the City shall be well and sufficiently given if sent by pre-paid registered mail or delivered to the City addressed as follows:

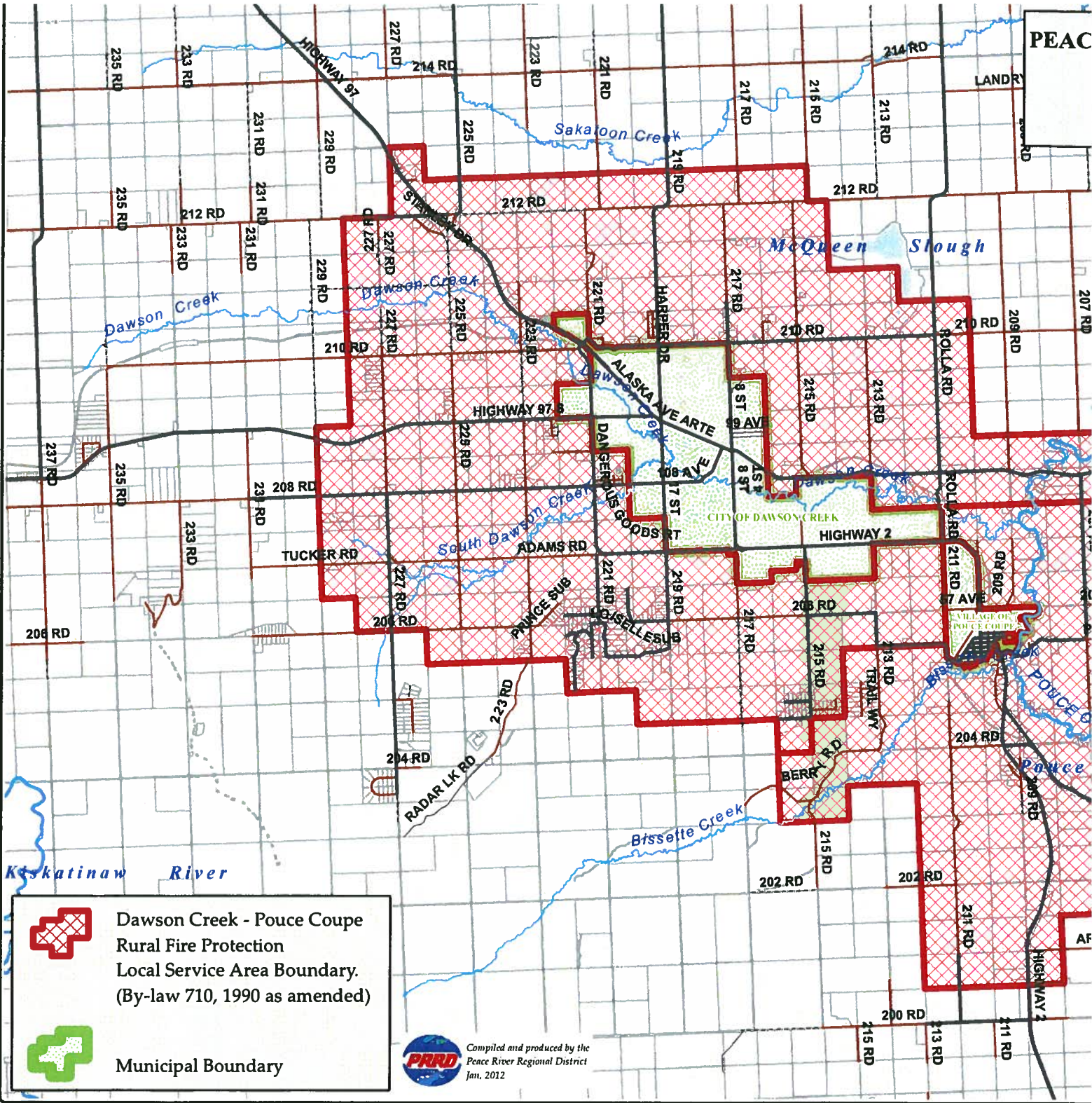
The City of Dawson Creek
Box 150, 10105- 12A Street,
Dawson Creek BC V1G 4G4
Attention: Chief Administrative Officer


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



 Dawson Creek - Pouce Coupe Rural Fire Protection Local Service Area Boundary. (By-law 710, 1990 as amended)

 Municipal Boundary

 Compiled and produced by the Peace River Regional District Jan, 2012

**PEACE RIVER REGIONAL DISTRICT
BYLAW NO.2018, 2012**

SCHEDULE "B"



Portion of Dawson Creek - Pouce Coupe
Rural Fire Protection
Local Service Area serviced by
City of Dawson Creek



Municipal Boundary



1 95.0

