

RURAL FIRE PROTECTION AGREEMENT

This agreement made the _____ day of _____, 2014.

BETWEEN:

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

OF THE FIRST PART

AND:

The District of Taylor
Box 300, 10007 – 100A Street
Taylor, BC V0C 2K0
[hereinafter called "Taylor"]

OF THE SECOND PART

WHEREAS the Local Government Act, R.S.B.C. 1996 Chapter 323 empowers the Regional District to establish within any area not incorporated as a city, town, village or district municipality, a specified area for the purpose of providing rural fire protection services to that area;

AND WHEREAS the Regional District has, pursuant to "Taylor Rural Fire Protection Local Service Area Establishment Bylaw No. 709, 1990" established a local service area (hereinafter called the "Rural Fire Protection Area") for rural fire protection services more particularly known and described in the said bylaw;

AND WHEREAS Taylor has lawfully established a Fire Department pursuant to the provisions of the *Community Charter* and more particularly pursuant to the District of Taylor Fire Protection and Life Safety Bylaw No. 771, 2012, and such Fire Department has sufficient capacity to supply rural fire protection services to the Fire Protection Area as hereinafter contemplated;

AND WHEREAS the Board of the Regional District has consented to the municipality providing a service within electoral areas of the Regional District in accordance with section 13 of the *Community Charter*.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree each with the other as follows:

1. RURAL FIRE PROTECTION SERVICES

- 1.1 Taylor 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 Taylor 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 Taylor;
 - 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 Taylor; and
 - d) Generally coordinating and implementing all those services which may be necessary for or incidental to the investigation, prevention and suppression of fires 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 Taylor, through its Fire Department, shall endeavour to provide the necessary personnel and maintain and operate all necessary equipment to provide the Rural Fire Protection Services to the Rural Fire Protection Areas as contemplated in this Agreement.

2. TERM OF AGREEMENT

The Term of this Agreement shall be for a period of five (5) years commencing January 1, 2013.

3. PAYMENT FOR RURAL FIRE PROTECTION SERVICES

- 3.1 For each year, for the supply of rural fire protection services to the Rural Fire Protection Area, the Regional District shall pay to Taylor a sum (hereinafter called the "Annual Payment") determined to be a percentage of the fire department budget for operations and an annual contribution to capital purchases.

3.2 The Annual Payment funding formula will be based on the following:

Rural Contribution

2013	40% of operating costs plus \$40,000 toward capital;
2014	43% of operating costs plus \$40,000 toward capital;
2015	43% of operating costs plus \$40,000 toward capital;
2016	45% of operating costs plus \$40,000 toward capital;
2017	45% of operating costs plus \$40,000 toward capital.

3.3 The contribution of operating costs will be based on an operating cost increase of no more than five percent (5%) per year.

3.4 The Regional District will forward to Taylor the Annual Payment on or about the 10th day of August in each year of this agreement.

4. AREA OF SERVICE

The area of service is shown on the map attached as Appendix "A" and forming part of this agreement.

5. REPORTING REQUIREMENTS

5.1 Taylor shall submit the budget for the Fire Department, to the Chief Financial Officer of the Regional District no later than the 15th day of January in each year during the term of this Agreement, said budget to have been recommended by the Fire Department Management Committee.

5.2 Taylor shall provide a copy of the audited annual financial report of the Fire Department of Taylor to the Regional District no later than the 30th day of June in each year during the term of this Agreement.

5.3 Taylor 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 Taylor detailing responses to emergency calls within the Rural Fire Protection Area and other information concerning Rural Fire Protection Services performed within the Rural Fire Protection Area.

6. FIRE DEPARTMENT MANAGEMENT COMMITTEE

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

- a) The Director of Electoral Area "C";
- b) The Director of Electoral Area "D";
- c) The Mayor or representative of the Council of Taylor; and
- d) The member of Council appointed to Protective Services.

6.2 The duties of the Fire Department Management Committee shall include:

- a) Establishing and maintaining a liaison between the Regional District and Taylor in all matters arising out of this Agreement;
- b) Providing budgetary recommendations for the Taylor Fire Department to the Regional District from time to time as required;
- c) Reviewing any proposals from the Taylor Fire Department for capital expenditures or expansion in Fire Protection Services; and
- d) Reviewing and making recommendations for settlement of any disputes between the parties hereto arising out of matters contained in this Agreement.

7. RENEWAL OF AGREEMENT

Neither of the parties hereto shall have any right to renew this Agreement, but the parties hereto covenant and agree that six months prior to the expiration of the Term of this Agreement the parties hereto shall enter into negotiations for a new Fire Protection Agreement, which shall contain the terms, provisions and conditions of this Agreement with or without amendments, and such other terms, covenants and agreements as the parties hereto may mutually agree upon.

8. TERMINATION

Either of the parties 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 of this Agreement, a Notice of Termination in writing and if such notice is given in such manner this Agreement shall terminate on the last day of December in the next calendar year immediately following the giving of such notice, or on the date the term of this Agreement would ordinarily expire through effluxion of time, whichever date shall be the earlier.

9. NOTICES

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

District of Taylor
Box 300, 10007 – 100A Street
Taylor, BC V0C 2K0

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.

9.2 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

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.

10. ARBITRATION

Any matter or thing which in this Agreement is left to be mutually agreed upon by the parties hereto and upon which they cannot agree, or any dispute between the parties hereto as to the interpretation of this Agreement or any term or condition herein, or any matter in difference between the parties hereto in relation to this Agreement shall be referred in the first instance to the Fire Department Management Committee established in this agreement. If the Fire Department Management Committee cannot determine the matter in dispute within thirty (30) days after receiving the referral, the matter in dispute shall be referred to a single arbitrator, if the parties hereto agree upon one, otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

11. GENERAL

- 11.1 Taylor covenants to use due diligence in the supply of Fire Protection Services to the Rural Fire Protection Area through its Fire Department in accordance with the terms of this Agreement and all laws of general application in force in British Columbia from time to time.
- 11.2 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 execute, 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.
- 11.3 The parties hereto covenant and agree that each has taken all necessary corporate action and obtained all necessary authorities to enable it to enter into and perform the terms of this Agreement.
- 11.4 The Regional District hereby indemnifies, saves harmless, releases and forever discharges Taylor from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses, whatsoever, whether known or unknown (collectively "Claims"), in any way arising from, in connection with or attributable to the actions of Taylor in the provision of the fire protection services in the service area under this Agreement, except where such Claims are caused or attributable to the negligence of Taylor, or where such Claim is by the Regional District for breach of this Agreement.
- 11.5 If at any time during the continuance of this Agreement the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Agreement they may do so by means of a written agreement between them which shall be supplemental hereto and form part thereof.
- 11.6 Time shall be of the essence of this Agreement.

- 11.7 Neither of the parties hereto may assign any of their rights and obligations hereunder.
- 11.8 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and successors of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the date first above written.

THE CORPORATE SEAL of the District
of Taylor was hereunto affixed in the
presence of:)
)
)

Fred D. Jarvis)
Authorized Signatory *Fred Jarvis*)
Mayor)

C/S

Charlette McLeod)
Authorized Signatory *Charlette McLeod*)
Administrator)

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







Karen Gooding)
Chair)

C/S

Paul Bunker)
Chief Administrative Officer)

APPENDIX 'A'

Fire Protection Agreement between
Peace River Regional District & the District of Taylor

-  Fire Protection Boundary
-  Municipal Boundary
-  Land Parcel
- Roads**
-  Hard Surface
-  Gravel
-  Seasonal

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