

THIS AGREEMENT dated for reference the 22 day of October, 2013.

BETWEEN:

PEACE RIVER REGIONAL DISTRICT
a regional district incorporated under the Local Government Act, R.S.B.C. 1996, c. 323 and having an office at 1981 Alaska Avenue, Box 810, Dawson Creek, BC V1G 4H8

Fax #: (250) 784-3201

(the "Regional District")

OF THE FIRST PART

AND:

MOBERLY LAKE VOLUNTEER FIRE DEPARTMENT, Inc. No. S-17446, a society incorporated under the Society Act, R.S.B.C. 1996, c. 433 and having an address at Box 58 Lakeshore Drive, Moberly Lake, BC V0C 1X0

Fax #: _____

(the "Society")

OF THE SECOND PART

WHEREAS pursuant to the Local Government Act, R.S.B.C. 1996, Chapter 323, a regional district may make agreements with other persons respecting the undertaking, provision and operation of Regional District services;

AND WHEREAS the Regional District has pursuant to "Moberly Lake Fire Department Local Service Establishment By-law No. 1074, 1996", and "Moberly Lake Fire Department (South) Local Service Establishment By-law No. 1076, 1996" established a local service area for rural fire protection services as more particularly known and described in the said by-laws;

AND WHEREAS the Regional District and the Society have agreed that the Society shall operate the Moberly Lake Volunteer Fire Department and provide the service of fire protection on the terms and conditions herein;

AND WHEREAS the Regional District and the Society have entered into a Lease of the lands legally described as: PID: 017-700-345 - Lot A District Lot 1449 Peace River District Plan PGP36055, for the purpose of operating a volunteer fire department (the "Lease");

AND WHEREAS the Society is a not-for-profit, volunteer-run organization;

AND WHEREAS the Regional District contributed to the cost of acquiring the Chattels set out in Schedule "B";

NOW THEREFORE in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional District and Society covenant and agree as follows:

Interpretation

1. In this Agreement:

"Board"

means the Board of the Peace River Regional District;

"Chattels"

means the chattels set out in Schedule "B" and any other chattels the acquisition of which the Regional District has funded either partially or wholly from time to time;

"Committee"

means the Fire Committee established in Section 12 of this Agreement;

"Fire Chief"

means the head of the fire department operated by the Society;

"Fire Protection"

means all aspects of fire safety, including but not limited to, fire prevention, fire fighting and suppression, dispatch, public education and information, training and other staff development;

"Firefighter"

means any person appointed by the **Fire Chief** as a firefighter of the **Society**, including volunteer firefighters;

"Service"

means the operation of the **Society** and the provision of **Fire Protection** in accordance with this Agreement;

"Service Area"

means the Moberly Lake Fire Protection Service Area, shown in Schedule 'A' to this Agreement;

"Term"

means a term of five (5) years, commencing on January 1, 2013 and ending on December 31, 2018, and which may be renewed by agreement of the parties; and

"Year"

means a calendar year.

Provision of Services

2. The Society shall:

- a) provide the Service in and for the Service Area for the Term;
- b) provide the Service outside the Service Area only in accordance with Section 3 of this Agreement;
- c) contract with the personnel necessary for the provision of the Service;
- d) provide to the Regional District and keep updated a list of the names of all Firefighters including their order of seniority;
- e) provide the Service in the manner and to the standard reasonably expected of rural fire departments with volunteer firefighters in British Columbia;
- f) train all Firefighters and provide for continual training in accordance with generally accepted standards of fire fighting by volunteer firefighters in rural fire departments in British Columbia;
- g) comply with all laws, statutes, regulations, bylaws and orders of all authorities having jurisdiction in fulfilling its duties under this Agreement, including for certainty Peace River Regional District *Fire Protection Regulatory By-law No. 962, 1997*;
- h) take sole responsibility for all Firefighters, employees, volunteers, agents, contractors and subcontractors of the Society and ensure that all activities and operations of such persons are conducted in compliance with the terms and conditions of this Agreement and all statutes, laws, regulations, by-laws and orders of all authorities having jurisdiction;
- i) without limiting the generality of clause 2(g) and (h), conduct all its activities in accordance with the Fire Services Act (British Columbia) and regulations thereunder; and

- j) generally do and perform, and contract for, all services and things necessary for the proper and efficient provision and operation of the Service.

Provision of Service Outside Service Area

- 3. The Society shall, where consented to by the Society, provide the Service to areas outside the Service Area in accordance with any agreement for the provision of Fire Protection, including but not limited to, assistance response agreements, rescue agreements and mutual aid agreements, made between the Regional District and another party.
- 4. Upon making an agreement referred to in Section 3 above, the Regional District shall notify the Society of the Service to be provided and the area to which the Service is to be provided and the Society shall provide the Service in the area so specified:
 - a) beginning not more than 30 days after the date on which the notice is given by the Regional District under this section, and
 - b) in accordance with the terms and conditions of this Agreement, including without limitation, Sections 2(a) through (j).

Funding by the Regional District

- 5. Operating funds shall be provided in each Year by the Regional District to the Society as provided in Section 7, but only to the maximum of the then current annual budget for the Service approved by the Board.
- 6. The amount of funding available to the Society from the Regional District for providing the Service shall be the total amount of funds raised by taxation for the Service for the Year less:
 - a) funds required for purchases or reserves of a capital nature;
 - b) funds estimated to be payable for insurance coverage; and
 - c) Regional District administrative interest and other costs.
- 7. The grant is payable by the Regional District to the Society on an annual basis after August 1st in each Year.

Accounting Records/Financial Statements/Budgeting

- 8. The Society must maintain, at all times, accurate books, records and accounts for the Service, including all receipts and invoices supporting any expenditures, and the Society must permit the Regional District to inspect at all reasonable times and to make copies of them.
- 9. All records must be kept in accordance with generally accepted accounting principles applied on a consistent basis from Year to Year.

10. No later than December 15 of each Year, the Committee must provide to the Chief Financial Officer of the Regional District a detailed budget for the provision of the Service in the following Year.
11. Within 30 days of each annual general meeting of the Society, the Society must provide to the Regional District a financial statement for the Service for the preceding Year.

Fire Committee

12. This section establishes a Fire Committee comprised of at least five (5) members, including but not limited to:
 - a) the President, Secretary and Treasurer of the Society;
 - b) the Fire Chief; and
 - c) the elected representative of Electoral Area "E" of the Regional District.
13. The Committee is responsible for:
 - a) reviewing and reporting to the Regional District on each proposed annual budget of the Society;
 - b) meeting with officials of the Regional District as required, but not less than semi-annually, to discuss the provision of the Service; and
 - c) submitting to the Regional District on or before March 31 of each Year a written annual report, which shall contain information on the previous Year's operations, the status of any capital development, any proposed major operational changes for the next ensuing Year, a report on the training of all Firefighters and any other staff involved in the provision of the Service, and an inventory of Regional District owned property used by the Society.
14.
 - a) The Committee has no supervisory or managerial power or other authority or control over the Fire Chief or the Society.
 - b) The Committee will be chaired by the elected representative of Electoral Area "E" of the Regional District.
 - c) A representative of West Moberly First Nation and a representative of Saulteau First Nation will be invited, but are not required, to attend each meeting of the Committee and a copy of the minutes from each Committee meeting will be provided to each First Nation.

Insurance

15. a) Except to the extent Firefighters are insured by the Municipal Insurance Association of British Columbia in relation to the provision of firefighting services, the Society shall take out and maintain commercial general liability insurance providing insurance for death, bodily injury and property loss and damage and all other losses arising out of or in connection with the Society's activities (including without limitation the provision of the Service and, to the extent the Society leases lands or buildings from the Regional District, the use of lands and buildings leased from the Regional District), in an amount of not less than \$5,000,000.00 per occurrence, with a deductible of not more than \$5,000.00 per occurrence, with such company or companies approved by the Regional District and on other terms and conditions satisfactory to the Regional District, acting reasonably.
- b) Each policy the Society is required to obtain under this Agreement shall provide that it cannot be cancelled, lapsed, or materially altered without at least thirty (30) days notice in writing to the Regional District, shall name at all times the Regional District and its servants, agents, officers, employees, elected officials, contractors or subcontractors as additional insured and shall contain a cross-liability clause. The Society shall deliver to the Regional District, upon request, a copy of each policy of insurance or other proof of insurance evidencing compliance with the terms of this Agreement.

The Society further agrees that if the Society fails to obtain and maintain the said insurance or deliver the said policy to the Regional District, then the Regional District may obtain and maintain such insurance at the expense of the Society and the Society hereby appoints the Regional District as the Society's agent and lawful attorney to do all things necessary for that purpose.

Vehicle Insurance

16. The Regional District shall insure any vehicle owned by the Regional District, and used by the Society, through the Insurance Corporation of British Columbia, in such amounts and on such terms and conditions as the Regional District deems necessary from time to time, including to allow its use by the Society for the Service. Any vehicles owned by the Society shall be insured by the Society. Where the Regional District provides vehicles or equipment for the use of the Society, whether under a lease agreement or otherwise, the Society shall exercise reasonable care in the use and storage of the vehicles and equipment and shall maintain the vehicles and equipment in good working order.

Termination

17. If the Society:

- a) winds up its affairs or is dissolved;
- b) becomes or is declared bankrupt;
- c) fails to hold a general meeting for a period exceeding eighteen (18) months; or
- d) fails to maintain itself in good standing under the Society Act of British Columbia,

then the Regional District may terminate this Agreement effective immediately upon providing written notice of termination to the Society.

18. If the Society fails to comply with or is in breach of any of the terms and conditions of this Agreement, the Regional District may serve written notice on the Society requiring the Society to remedy the default within fifteen (15) days from the receipt of such notice, and if the Society fails to cure the default or take such steps as may be reasonably necessary to correct or remedy the default within such time period, the Regional District may terminate this Agreement immediately upon providing written notice of termination to the Society.
19. At any time during the Term, either party may terminate this Agreement for no cause on twelve (12) months notice to the other party, and upon the expiration of twelve (12) months from the date of receipt of such notice, this Agreement shall be terminated.

Renewal of Term

20. The parties may, by agreement, renew this Agreement for one or more further term(s) of 5 years.

Chattels

21.

- a) At the expiry of the Term or the earlier termination of this Agreement, the Society must sell, assign and transfer and deliver the Chattels to the Regional District and the Regional District agrees to purchase the Chattels from the Society for one (\$1.00) dollar. The Regional District may, but is not required, to use the Chattels to provide fire protection services in the Service Area.
- b) The Society shall update the list attached as Schedule "B" and provide the updated list to the Regional District at least annually.

Assignment

22. This Agreement shall not be assignable by the Society without the prior written consent of the Regional District, in its sole discretion, and any attempt to assign the rights, duties and obligations hereunder without such consent shall be of no force and effect.

Notices

23. All notices given under this Agreement shall be in writing, sent by facsimile transmission or delivered by hand or mailed by prepaid registered mail to the parties at the addresses or fax numbers on the first page of this Agreement or such other addresses or fax numbers provided from time to time. Notices will be deemed to be received when faxed, on transmission; when mailed, on the third calendar day after mailing, and when delivered by hand. Notices to the Regional District will be sent to the attention of the Chief Administrative Officer. Notices to the Society will be sent to the attention of the Fire Chief.

No Effect on Rights or Powers

24. Nothing contained or implied in this Agreement shall prejudice or affect the Regional District's rights and powers in the exercise of its functions pursuant to the Local Government Act, as amended from time to time, or its rights and powers under all public and private statutes, by-laws, orders and regulations, to the extent the same are applicable, all of which may be fully and effectively exercised as if this Agreement had not been executed.

Time of the Essence

25. Time is of the essence of this Agreement.

Whole Agreement

26. The provisions of this Agreement constitute the whole Agreement between the parties and supersede all previous communications, representations, warranties, covenants and agreements whether verbal or written between the parties with respect to the subject matter of this Agreement.

Severance

27. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

Binding on Successors

28. This Agreement shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns notwithstanding any rule of law or equity to the contrary.

Law of British Columbia

29. This Agreement shall be construed according to the laws of the Province of British Columbia.

Waiver

30. Waiver by one party of a default by the other party shall not be deemed to be a waiver of any subsequent default by that other party.

Reference


31. Every reference to a party is deemed to include the heirs, executors, administrators, successors, assigns, servants, employees, agents, contractors, officers, licensees and invitees of such party whenever the context so requires or allows.


Headings

32. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above.

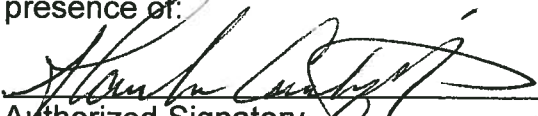
The Corporate Seal of the Peace River Regional District was hereunto affixed in the presence of:


Chair



Corporate Officer

C/S

The Common Seal of the Moberly Lake Volunteer Fire Department Society was hereunto affixed in the presence of:


Authorized Signatory
President M.L.V.F.S.

C/S







Authorized Signatory
U.S.R. P.R.E.S.

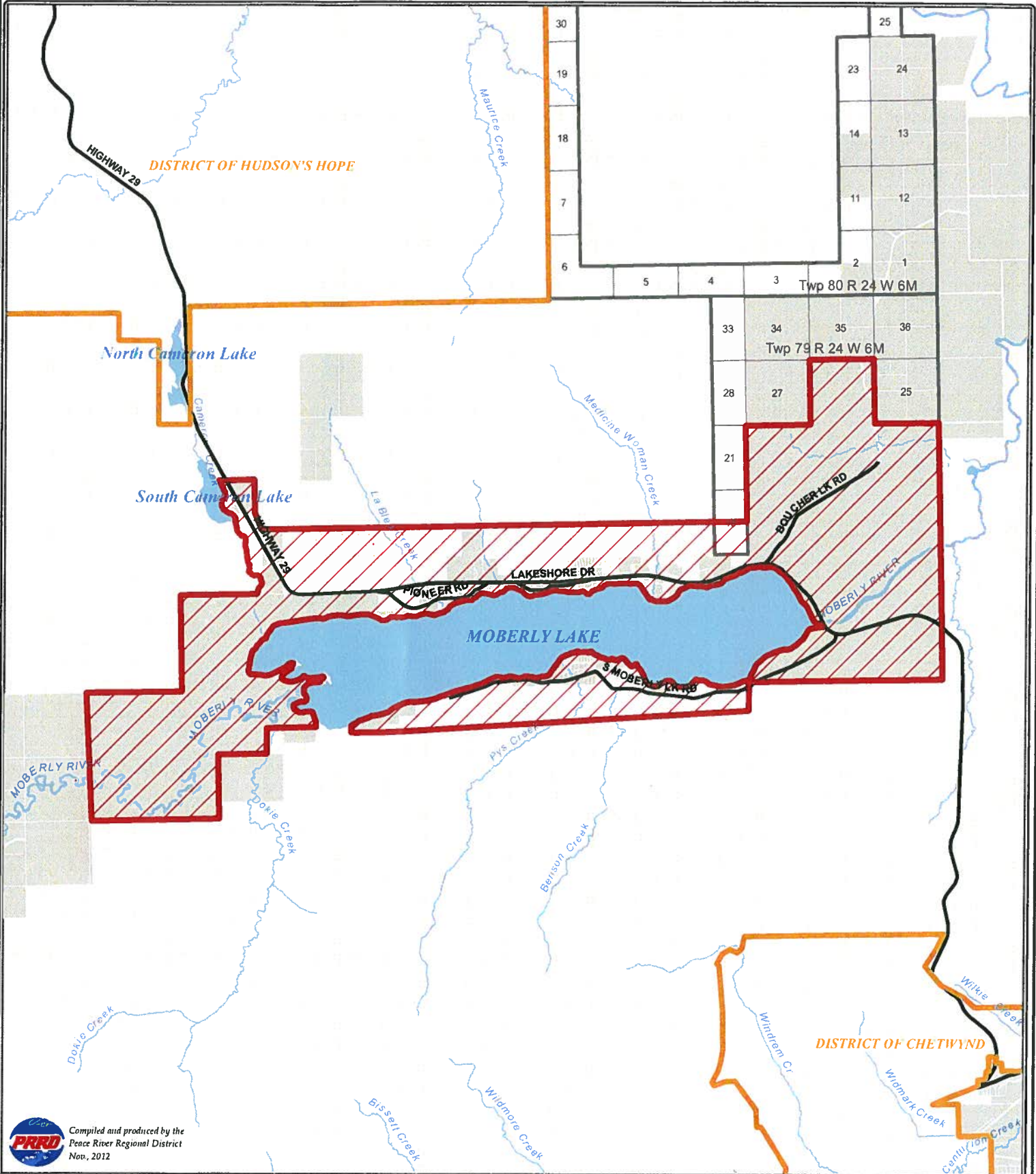
SCHEDULE "A"

1 0.5 0 1
Kilometres

UTM Zone 10 / NAD83

1:125,000

-  Rural Fire Protection Boundary
-  Municipal Boundary
-  Township
-  Section
-  Land Parcel



Schedule "B"

Chattels

QTY	DESCRIPTION	MANUFACTURER	MODEL	SERIAL NUMBER
1	BASE RADIO C/W OUTSIDE ANTENNAE & BACK-UP RADIO	MOTOROLA		
2	SCBA KITS			
1	OXYGEN BOTTLE FILL SYSTEM	IRWIN AIR		
1	LOT OF 28 SETS OF TURN-OUT GEAR			
1	LOT OF 22 LENGTHS OF FIRE HOSE			
1	LOT OF 27 LENGTHS OF FIRE HOSE			
1	LADDER, 42' EXTENSION			
1	HOSE & REEL			
3	SCBA KITS			
1	LADDER, 36' EXTENSION			
1	LOT OF 42 LENGTHS OF FIRE HOSE			
2	SCBA KITS			
1	LADDER, 40' EXTENSION			
1	HOSE & REEL			
1	WATER TANK, PORTABLE			
1	LADDER, 36'			
1	LOT OF 31 LENGTH OF FIRE HOSE			
3	SCBA KITS			
2	HOSE & REEL			
1	MONITOR			
1	LADDER, 36' EXTENSION			
1	PUMP	HONDA	GX160	
1	LOT OF MINOR EQUIPMENT & SUPPLIES			
	FIRE TRUCKS			