

TAYLOR RURAL FIRE PROTECTION SERVICE AGREEMENT

This agreement made the 14th day of February, 2019.

BETWEEN:

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

"Regional District"

OF THE FIRST PART

AND:

District of Taylor
Box 300, 10007-100A Street
Taylor, BC V0E 2K0

"Taylor"

OF THE SECOND PART

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

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 below) by Taylor in accordance with the terms of this Agreement;

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*, (the "Taylor Fire Protection Bylaw") and such Fire Department has sufficient capacity to supply rural fire protection services to the Rural Fire Protection Area as hereinafter contemplated;

AND WHEREAS the Regional District has, on behalf of the residents of the Rural Fire Protection Area negotiated with Taylor to provide fire protection and control services to the local service area shown as Schedule 'A' to this Agreement (the "Taylor 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 AREA SERVICES (the “Services”)

- 1.1. Taylor shall, through its Fire Department, provide rural fire protection and control 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 and trained firefighters for the purpose of controlling and extinguishing fires;
 - c. Conducting regular inspections of premises within the Rural Fire Protection Area to locate conditions which may cause a fire or increase the danger of a fire. Such inspections to be with the same frequency and to the same standard as inspections conducted in the District of Taylor according to the District of Taylor Fire Protection Bylaw as may be amended from time to time; 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. Taylor is the “Authority Having Jurisdiction” in relation to the Fire Department, as contemplated by and defined in the British Columbia Fire Service: Minimum Training Standards – Structure Firefighters Competency and Training Playbook (the Playbook). The Taylor Fire Department will meet or exceed the minimum requirements of the Playbook.
- 1.3. The Regional District agrees that, by entering this Agreement, the Taylor Fire Chief and/or Designated Alternate is authorized to exercise all the powers, duties and functions that are assigned to the Fire Chief and/or Designated Alternate under the Taylor Fire Prevention By-Law within the Rural Fire Protection Area. In providing the Services, the Fire Department is authorized to exercise the same powers and authorities within the Rural Fire Protection Area as are granted to the Taylor Fire Department under the Taylor Fire Protection By-Law.

2. TERM OF AGREEMENT

- 2.1. The term of this Agreement (“the Term”) shall be a period of one (1) year commencing January 1, 2019 and ending on December 31, 2019.

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 Taylor a sum (the "Annual Payment") determined to be a percentage, as outlined in Section 3.2, 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 45% of the Taylor 2019 Operating Budget plus \$50,000 toward Taylor Fire Department Capital Purchases.
- 3.3. Despite the foregoing, the Annual Payment shall not exceed the maximum amount set out in the Taylor Rural Fire Protection Bylaw as amended from time to time.
- 3.4. The Regional District will forward to Taylor the Annual Payment within the first two weeks of August in each year of this agreement.

4. REPORTING REQUIREMENTS

- 4.1. 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.
- 4.2. 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 Taylor Rural Fire Protection Area and other information concerning the Service.

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

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 Taylor respecting this Agreement;
 - b. Provide budgetary recommendations for the Taylor Fire Department to the Regional District from time to time as required;

- c. Review any proposals from the Taylor Fire Department for capital expenditures or expansion of the Services; and
- d. Review and make recommendations for settlement of any disputes between the parties hereto arising out of this Agreement.

6. INDEMNITY AND INSURANCE:

- 6.1. 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 Regional District 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 its employees, servants, agents, volunteers and contractors.
- 6.2. Taylor hereby indemnifies and saves harmless the Regional District from and against any and all claims, actions, causes of action, demands, or suits of any kind arising from Taylor's provision of the Rural Fire Protection Services under this Agreement, excluding any claims, actions, causes of action, demands, or suits that arise from the gross negligence or willful default of the Regional District or its employees, servants, agents, volunteers and contractors.
- 6.3. Each party agrees to procure and maintain in force at its own cost during the entire term of this Agreement, a comprehensive general liability policy and/or program in an amount not less than \$5,000,000.
- 6.4. Taylor agrees to procure and maintain, as part of the Service, during the entire term of this Agreement, automobile insurance on owned and/or leased vehicles used in the provision of Fire Protection services to the Rural Fire Protection area as required by the laws of British Columbia, and as required under any motor vehicle lease agreement.
- 6.5. Taylor agrees to procure and maintain, as part of the Service, during the entire term of this Agreement, workers' compensation coverage for all employees and volunteers employed by the Fire Department, whether as career, work experience, volunteer, or paid-on-call members.

7. RENEWAL OF AGREEMENT

- 7.1. Not later than November 15, 2019, the Regional District and Taylor will meet to discuss any potential amendments or a renewal of this agreement.

8. NOTICES

- 8.1. Any notice given hereunder to either part shall be well and sufficiently given if sent by pre-paid registered mail or delivered to the following:

District of Taylor
Box 300, 10007 - 100A Street
Taylor, BC V0C 2K0
Attention: Chief Administrative Officer

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. ARBITRATION

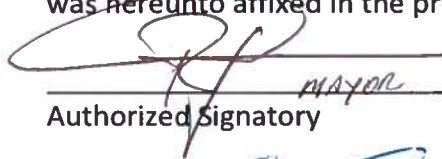
- 9.1. Any matter or thing which in this Agreement is left to be mutually agreed upon by the parties hereto and upon which they cannot agree, or any dispute between the parties hereto as to the interpretation of this Agreement or any term or, condition herein, or any matter in difference between the 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.

10. GENERAL

- 10.1. Taylor shall perform its obligations under this Agreement in compliance with all laws in force in the Province of British Columbia from time to time.
- 10.2. The parties hereto 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. Time shall be of the essence of this Agreement.
- 10.6. Neither of the parties hereto may assign any of their rights and obligations hereunder.
- 10.7. This Agreement shall enure to the benefit of and be binding upon the respective successors of the parties hereto.

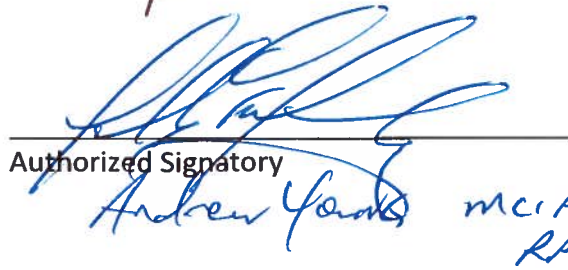
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the dates set out above.

The Corporate Seal of the District of Taylor
was hereunto affixed in the presence of:



Authorized Signatory

C/S



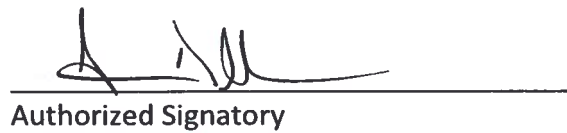
Authorized Signatory
Andrew York m.c.p.
r.p.

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



Authorized Signatory

C/S



Authorized Signatory

SCHEDULE 'A' Taylor Rural Fire Protection Area

