

**PEACE RIVER REGIONAL DISTRICT
By-Law No. 1883, 2010**

A by-law of the Peace River Regional District
for the purpose of entering into an Agreement
with the Tomslake and District Fire Department Society

WHEREAS the Peace River Regional District is desirous of entering into an Agreement with the Tomslake and District Fire Department Society for the provision of fire protection to a service area surrounding the Tomslake Fire Hall.

NOW THEREFORE, the Board of the Peace River Regional District in open meeting assembled, hereby 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 sign and affix the seal of the Peace River Regional District to the Agreement, Schedule 'A' attached, which forms part of this by-law.
2. This by-law may be cited as "Tomslake Fire Protection Agreement By-law No. 1883, 2010."

READ A FIRST TIME this 25th day of February, 2010.


READ A SECOND TIME this 25th day of February, 2010.

READ A THIRD TIME this 25th day of February, 2010.

ADOPTED this this 25th day of February, 2010.

CERTIFIED a true and correct copy of
"Tomslake Fire Protection Agreement
By-Law No. 1883, 2010."

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


Fred Banham,
Chief Administrative Officer **Corporate Officer**


Karen Goodings, Chair


Fred Banham,
Chief Administrative Officer **Corporate Officer**

TOMSLAKE FIRE PROTECTION AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2010.

BETWEEN:

Peace River Regional District, a regional district incorporated under the Local Government Act, R.S.B.C. 1996, c. 323 and having an address at:

Box 810, 1981 Alaska Avenue,
Dawson Creek, BC V1G 4H8

(the "Regional District")

OF THE FIRST PART

AND:

Tomslake and District Fire Department Society,
Incorporation Number S-18219, a Society incorporated under the Society Act, R.S.B.C. 1996, c. 433 and having an address at:

Tomslake, BC
V0C 2L0

(the "Society")

OF THE SECOND PART

WHEREAS the Regional District has pursuant to "Tomslake Area Rural Fire Protection Specified Area Establishment and Loan Authorization By-law No. 362, 1993", and "Tomslake Fire Department Local Service Area Establishment Amendment By-law No. 1401, 2002", and "Tomslake Fire Department Local Service Area Establishment Amendment By-law No. 1535, 2004" (hereinafter collectively called the "Regional District By-laws") established a service area shown as the cross hatched area on the drawing attached as Exhibit 'A' to this Agreement 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 Tomslake and District Fire Department and provide the service of fire protection of the Tomslake Fire Protection Specified Area on the terms and conditions herein;

NOW THEREFORE in consideration of the mutual premises and covenant 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;

"Committee"

means the Fire Committee established in Section 13 of this Agreement;

"Fire Chief"

means the head of the Fire Department;

"Fire Department"

means the Tomslake Fire Department;

"Fire Protection"

means all aspects of fire safety, including but not limited to, fire prevention, fire fighting and suppression, dispatch, assistance response, first responder, medical emergencies, rescue operations, hazardous materials response, pre-fire and disaster planning, fire related building inspection, inspections under the Fire Services Act, fire investigations, public education and information, training and other staff development;

"Member"

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

"Service"

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

"Service Area"

means the Tomslake Fire Protection Service Area, shown in Exhibit 'A' to this Agreement;

"Term"

means a term of five (5) years, commencing on the last date that this Agreement is executed; and

"Year"

means January 1 to December 31st any 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, on a quarterly basis, an updated a list of the names of all **Members**, including their order of seniority;

Provision of Services continued

- 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 **Members** 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, by-laws and orders of all authorities having jurisdiction in fulfilling its duties under this Agreement;
 - h) take sole responsibility for all **Members**, employees, 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**.
3. a) The Society shall 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, first responder agreements, rescue agreements and mutual aid agreements, made between the Regional District and another party.
- b) Upon making an agreement referred to in Section 3(a) above, the Regional District may 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
- i) beginning not more than 30 days after the date on which the notice is given by the Regional District under this section, and
 - ii) in accordance with the terms and conditions of this Agreement, including without limitation, sections 2(a) through (j).

Funding by the Regional District

4. Operating funds shall be provided in each **Year** by the Regional District to the Society as provided in section 6, but only to the maximum of the then current annual budget for the **Service** approved by the **Board**.

Funding by the Regional District

5. 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;
 - c) funds estimated to be payable for Workers' Compensation Board coverage; and
 - d) Regional District administrative interest and other costs.
6. Operating funds are payable by the Regional District to the Society on a quarterly basis as follows:
 - a) for the first quarter, 1/4 of the amount approved in the budget for the previous **Year**;
 - b) in each of the remaining quarters, 1/4 of the amount approved in the budget for the current **Year** subject to an adjustment for January through March for differences in the budget amounts approved for the previous **Years'** and current **Years'** operations; and
 - c) payments will be made by the 15th day of the first month in each new quarter.
7.
 - a) Funds for purchases of a capital nature shall be held by the Regional District, in a dedicated interest-bearing account, to be used solely for the purpose for which the funds have been provided and shall be kept until validly expended.
 - b) If the funds referred to in Section 7(a) are not, or will not be, used for the specific purpose for which the funds were allocated, the funds and any interest thereon shall be used to reduce the amount requisitioned for the **Service** in the next ensuing **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 November 15 of each **Year**, the **Committee** referred to in Section 13 must provide to the Administrator of the Regional District a detailed budget for the provision of the **Service** in the following **Year**.
11. The **Committee** shall discuss all items of a capital nature with the Regional District prior to December 31 every year, and no items of a capital nature shall be purchased unless provision has been made for them in the annual budget approved and adopted by the **Board**.
12. Within 30 days of the annual general meeting of the Society, the Society must provide to the Regional District a financial statement for the **Service** for the preceding calendar year.

Fire Committee

13. This section establishes a **Fire Committee** comprised of five (5) members as follows:
 - a) the President, Secretary and Treasurer of the Society;
 - b) the **Fire Chief**; and
 - c) the elected representative of Electoral Area "D" of the Regional District.
14. 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 staff involved in the provision of the **Service**, and an inventory of Regional District owned property used by the Society.
15. The **Committee** has no supervisory or managerial power or other authority or control over the Fire Chief or the Fire Department.

Insurance

16. The Regional District shall take out and maintain comprehensive general liability insurance providing coverage for death, bodily injury, and property loss and damage and all other losses arising out of or in connection with the provision of the **Service** in such amounts and on such terms and conditions as the Regional District deems necessary from time to time. The insurance policy shall name the Society as an additional insured for the provision of the **Service** under this Agreement.
17. The Regional District shall insure any **Fire Department** vehicle owned by the Regional District 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**.
18. The Regional District shall take out and maintain comprehensive property insurance for all fire fighting Equipment and Apparatus owned by the Regional District and used by the Society in the provision of the **Service**, in such amounts and on such terms and conditions as the Regional District deems necessary from time to time.
19. The Society shall take out and maintain, at its sole cost and expense all risks property insurance, insuring all personal and real property of the Society against loss or damage due to any cause, at replacement value, including the fire hall building.

Insurance

20. To the extent that the Society uses the fire hall land or premises for purposes other than the provision of the Service, the Society shall take out and maintain comprehensive 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 these uses by the Society, 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.
21. Each policy 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.

Liability

22. The Regional District hereby indemnifies, saves harmless, releases and forever discharges the Society 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, in any way arising from, in connection with or attributable to the actions of the Society, its servants, agents, officers, employees, contractors or sub-contractors in connection with or in consequence of the provision of the **Service**.

Termination

23. 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 of 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.
24. 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.
25. At any time during the **Term**, either party may terminate this Agreement on one (1) Year's notice to the other party, and upon the expiration of one (1) year from the date of receipt of such notice, this Agreement shall be terminated.

Assignment

26. 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

27. All notices given under this Agreement shall be in writing and delivered by hand or mailed by prepaid registered mail to the parties at the addresses on the first page of this Agreement or such other addresses provided from time to time. Notices shall be deemed received, when mailed, on the third calendar day after mailing, and when delivered by hand, when delivered.

No Effect on Rights or Powers

28. 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, R.S.B.C., 1996, c. 323 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

29. Time is of the essence of this Agreement.

Whole Agreement

30. 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.

Arbitration

31. In the case of any dispute arising between the parties under this Agreement, either party may give notice of dispute to the other party. If the dispute is not resolved between the parties and if they so agree, the dispute will be submitted to a single arbitrator under the Commercial Arbitration Act, with the costs borne equally by the parties.

Severance

32. 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

33. 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

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

Waiver

35. 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

36. 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.

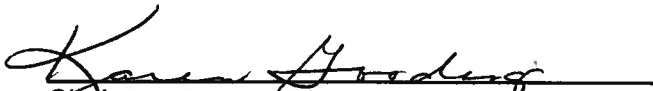
Captions

37. The captions 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.

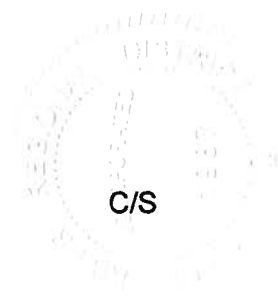
IN WITNESS WHEREOF the parties have executed this Agreement on the dates written below.

DATED the 10 day of March, 2010.

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

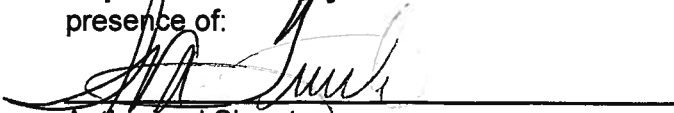

Chair


Chief Administrative Officer



DATED the 9 day of March, 2010.

The Common Seal of the **Tomslake and District Fire Department Society** was hereunto affixed in the presence of:


Authorized Signatory

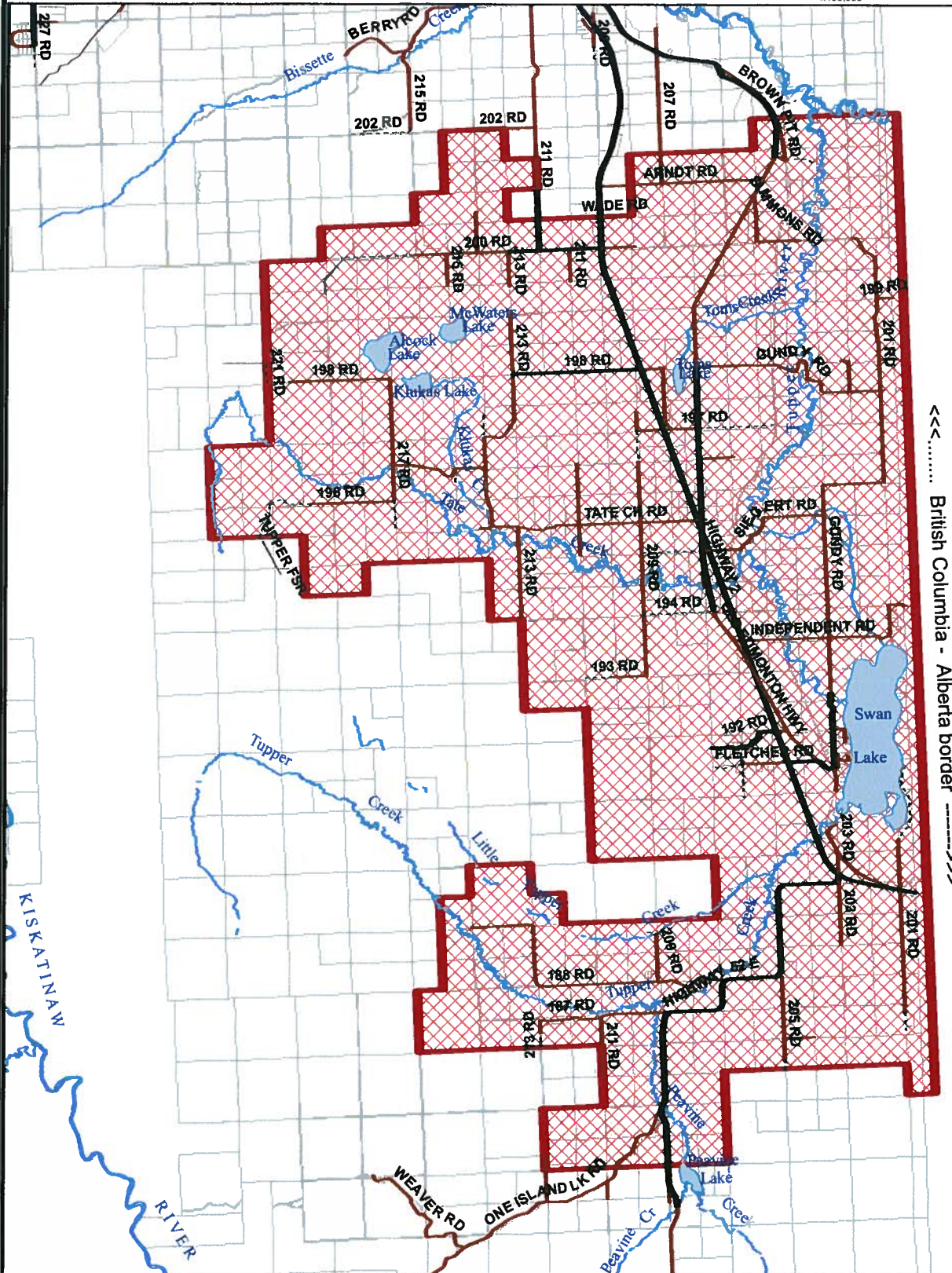

Authorized Signatory

C/S

Exhibit "A" to Schedule "A" of Tomslake Fire Protection Agreement



Compiled and produced by the
Peace River Regional District
February, 2010



<<<..... British Columbia - Alberta border ----->>>



Rural Fire Protection Boundary



Municipal Boundary

Roads

— Hard Surface

— Gravel

..... Seasonal

— Non Moth