

FORT ST. JOHN RURAL FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of January, 2023.

BETWEEN:

PEACE RIVER REGIONAL DISTRICT

a regional district incorporated under the *Local Government Act*, R.S.B.C. 2015, c. 1 and having an office at:

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

email: prrd.dc@prrd.bc.ca

(hereinafter called the "Regional District")

OF THE FIRST PART

AND:

City of Fort. St John

a municipality under the *Community Charter*, S.B.C. 2003, c.26
having its city hall at:

10631 – 100th Street
Fort St. John, BC V1J 3Z5

email: legislativeservices@fortstjohn.ca

(hereinafter called "City")

OF THE SECOND PART

WHEREAS the City has established and operates a fire and rescue service under and pursuant to the Fire Services Bylaw;

AND WHEREAS pursuant to Fort St. John Rural Fire Protection Services Agreement Bylaw No. 1895, 2010, the Regional District has established a local service area for the provision of fire and related services in a portion of Electoral Area C which is proximate to the municipal boundaries of the City;

AND WHEREAS the Regional District wishes to contract for and the City has agreed to provide, Fire Protection Services to the Rural Fire Protection Area;

AND WHEREAS under subsection 332(3) of the *Local Government Act* (B.C.), a regional district service may be operated through another public authority and under paragraph 263(1)(b) of the *Local Government Act* (B.C.), the Regional District may enter into an agreement with such public authority in connection with the provision of that service;

AND WHEREAS under section 13 of the *Community Charter* (B.C.), the City may provide a service in an area outside of the municipality and under section 23 of the *Community Charter* (B.C.), may enter into an agreement with another public authority in connection with the provision of such service;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the payments provided for herein and the mutual covenants and undertakings herein contained, the parties agree as follows:

1. DEFINITIONS

- 1.1. **“Agreement”** means this agreement, including all Schedules hereto, as same may be supplemented or amended from time to time by agreement of both parties;
- 1.2. **“Designate”** means the person who, in absence of the Fire Chief, is assigned to be in charge of a particular activity of the Fire Department;
- 1.3. **“Fire Chief”** means the individual appointed by the City as the Fire Chief of the Fire Department and duly appointed by the Regional District as Fire Chief for the Rural Fire Protection Area; or any Designate thereof;
- 1.4. **“Fire Department”** means the City of Fort St John Fire Department;
- 1.5. **“Fire Protection Services”** means and includes only the following:
 - (a) Fire suppression, including responses to interface and wildfires within the Rural Fire Protection Area;
 - (b) Fire and life safety education;
 - (c) Fire investigations as required by provincial legislation; and,
 - (d) Fire inspections on a complaint basis or at the initiative of the fire department;
- 1.6. **“Local Government”** means the City of Fort St John and/or the Peace River Regional District (as applicable);
- 1.7. **“Mutual Aid Agreement”** means the agreement entered into between the City and the Regional District as amended, revised or replaced; pursuant to which mutual aid for certain classes of emergency responses have been agreed to be

provided by and between the fire services identified therein;

- 1.8. **“Officer-in-Charge”** means the Fire Department member who, in absence of the Fire Chief or his or her designate, is responsible for the deployment and direction of the Fire Department’s resources and personnel at the scene of an incident or emergency;
- 1.9. **“Ordinary Jurisdiction”** means the usual response area covered by the Fire Department, including the municipal boundaries of the City and the Rural Fire Protection Area, as more particularly shown in Schedule 2, attached to and forming part of this Agreement;
- 1.10. **“Provincial Training Standards”** means the minimum mandatory training requirements for structural firefighters and fire officers as established by the BC Fire Commissioner, as may be amended from time to time;
- 1.11. **“Rural Fire Protection Area”** means the local service area for fire protection and rescue services established by the Regional District, in agreement with the City of Fort St John; and,
- 1.12. **“Service Fee”** means the cost for the provision of Fire Protection Services in the defined Rural Fire Protection Area as specified in Schedule ‘A’ of this agreement.

2. RURAL FIRE PROTECTION AREA SERVICES

- 2.1. The City agrees to provide Fire Protection Services within the Rural Fire Protection Area, using the same fire protection equipment and personnel, and providing the service in substantially the same manner and to the same extent, as if the Rural Fire Protection Area was located within the corporate boundaries of the City.
- 2.2. The City is the “Authority Having Jurisdiction” in relation to the Fire Department, as contemplated by and defined in the Provincial Training Standards.
- 2.3. The Regional District agrees that, by entering this Agreement, the Fire Chief is authorized to exercise all the powers, duties and functions that are assigned to the Fire Chief under the Fire Services Bylaw within the Rural Fire Protection Area, [other than conducting fire inspections as contemplated by the *Fire Safety Act*]. In providing Fire Protection Services, the Fire Department is authorized to exercise the same powers and authorities within the Rural Fire Protection Area as are granted to the Fire Department under the Fire Services Bylaw.
- 2.4. In connection with the requirements under the Provincial Training Standards that fire departments conducting interior attacks, or operating at the Full Service Operations Service Level, must conduct pre-incident planning of risks which are larger than a standard residential dwelling, the Fire Chief or Designate, is hereby authorized to enter onto properties, and enter building and premises, for the purpose of conducting such pre-incident planning. Where such pre-incident planning has not been conducted, the Regional District acknowledges that the Fire Department and its members may not conduct interior operations in respect of risks larger than an ordinary residential dwelling.
- 2.5. The City shall provide Fire Protection Services on a 24-hour a day, seven day per

- week basis from the City's fire station located at 9312 93rd Ave, Fort St John.
- 2.6. The Fire Chief, Designate or Officer-In-Charge has the discretion to determine the number of Fire Department personnel and the apparatus and equipment that are required to be deployed in response to any incident or emergency response within the Rural Fire Protection Area that is reported to the Fire Department. The determination of the Fire Chief, Designate or Officer-In-Charge shall be made in accordance with the circumstances of the emergency, and shall be subject to their discretion regarding the priority of response to concurrent incidents.
- 2.7. Subject to sections 1.8, 1.9, 1.10, and the payment of the Service Fee, the City shall provide the Fire Protection Services in accordance with the standard for such services provided within the City (including, without limitation, the level of service established by the City for the Fire Department under and in accordance with the Provincial Training Standards), and for greater certainty, nothing under this Agreement shall oblige the City to provide:
- a. Fire Protection Services in a manner that exceeds the level of service provided by the City to owners or occupiers of property within the City during the term of this Agreement; or
 - b. Provide any inspection or regulatory services not provided as of the date of this Agreement or included in local government bylaws or provincial legislation brought into force after that date.
- 2.8. In providing the Fire Protection Services:
- a. The City utilizes career fire fighters supported by paid-on-call fire fighters. The Regional District acknowledges that the response to any particular incident within the Rural Fire Protection Area may be adversely affected in circumstances where insufficient fire fighters turn out in response to a call-out and agrees that the City shall not be liable as a result; and
 - b. The City is not responsible for ensuring access to and identification of properties within the Rural Fire Protection Area and will not be liable if a response is delayed or not made because access is obstructed or not possible due to the use of private bridges that have not been shown by the property owner to the Fire Department, to be engineered and constructed to acceptable standards, or due to a lack of civic addressing or signage.
- 2.9. The Regional District and the City both acknowledge that there is only a hydrant system in the airport subdivision and that there are limited supplies of water within the Rural Fire Protection Area for firefighting purposes. The City agrees that the available firefighting apparatus, equipment and personnel shall be dispatched and deployed in a manner that maximizes the effectiveness of the Fire Protection Services that can be provided, in light of the limitations on the availability of water for firefighting purposes within the Rural Fire Protection Area, but shall not be liable if an insufficiency of water adversely affects an incident response.

- 2.10. It is acknowledged and agreed by both parties that the City shall not be considered to be in breach of this Agreement or negligent in providing the Fire Protection Services to the Rural Fire Protection Area at any given time by reason of having deployed its personnel, apparatus or equipment outside its Ordinary Jurisdiction for the following reasons:
- a. a response under an approved Emergency Management British Columbia response task number;
 - a. a response under a mutual or service contract agreement;
 - b. a response to a request for assistance by the BC Wildfire Service;
 - c. where the City Chief Administrative Officer or designate, has given approval for an extra-jurisdictional response by the Fire Department in accordance with the policies or guidelines of the Council of the City;
 - d. in connection with the provision of assistance in a declared Provincial or local emergency within British Columbia or Canada; or
 - e. in any other circumstances where the Fire Department is conducting extra-jurisdictional activities as authorized under or in accordance with the Fire Services Bylaw.
- 2.11. For greater clarity, the Fire Protection Services provided herein do not include the provision of comprehensive post-incident assessments as defined in the Peace River Regional District Policy titled “comprehensive Post-Incident Assessments by Fire Departments”, a copy of which is attached to this agreement as Schedule ‘D’.

3. REGIONAL DISTRICT OBLIGATIONS

- 3.1. The Regional District will have the following obligations to enable and/or support the provision of Fire Protection Services in the Rural Fire Protection Area by the City:
- (a) The approval and maintenance of one or more bylaws which establish the Rural Fire Protection Area as a local service area and which authorize the provision of the Fire Protection Services and the contracting out of such services to the City on the terms of this Agreement;
 - (b) The ongoing provision of current map data, in a format to be agreed upon by the parties, showing the location of all roadways, lanes, bridges, and other access routes within the Rural Fire Protection Area;
 - (c) The ongoing provision of current property data within the Rural Fire Protection Area to the Fire Department for incident reporting, fire prevention and bylaw compliance, in a format compatible with the Fire Department’s record management software;
 - (d) The Regional District will work with the City of Fort St John on an annual basis to inform residents and property owners of their responsibility to ensure their properties are accessible and identifiable for emergency vehicles and how to

contact the Fire Department for emergencies and general inquiries

4. CONTROL OF FIRE PROTECTION SERVICES

- 4.1. All Fire Protection Services provided under this Agreement shall be under the exclusive direction and control of the Fire Chief, his or her Designate, or the Officer-in-Charge.

5. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 5.1. The Regional District and the City both acknowledge and agree that the printed, electronic and other records produced and maintained by the City for the purposes of or in connection with the provision of the Freedom of Information and Protection of Privacy Act (“FIPPA”) are under the custody and control of the City. The City agrees that it shall meet its statutory requirements and obligations under the FIPPA. It shall process any requests under the FIPPA in a timely fashion and copy the Regional District on any such response in relation to requests which affect or involve the Rural Fire Protection Area.

6. TERM OF AGREEMENT

- 6.1. The term of this Agreement (“the Term”) shall be a period of five (5) years commencing January 1, 2023 and ending on December 31, 2027.

7. PAYMENT FOR RURAL FIRE PROTECTION SERVICES

- 7.1. 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 hereinafter referred to as the “Annual Payment”) as defined in the attached Schedule ‘A’ ANNUAL PAYMENT SCHEDULE of this agreement.
- 7.2. The Regional District will forward to the City the Annual Payment within the first two weeks of August in each year of this agreement.

8. REPORTING REQUIREMENTS

- 8.1. The City agrees to maintain appropriate records related to the provision of Fire Protection Services, including: incident reporting; training records; equipment and building maintenance records; inventory control; and personnel records. The City will provide an annual report to the Regional District on its emergency response activities within the Rural Fire Protection Areas and such interim updates as may reasonably be requested by the Regional District or the Electoral Area Director.

9. RURAL FIRE PROTECTION SERVICES AGREEMENT COMMITTEE

- 9.1. For the purpose of administering this Agreement, the parties hereto agree to establish a "Rural Fire Protection Services Agreement Committee" consisting of:
 - a. Peace River Regional District: The Director of Electoral Area "C" and the CAO or designate; and
 - b. City of Fort St John: The Mayor or a designated council member and the CAO or designate.
 - c. Either party can bring technical staff as required.

For certainty, the Rural Fire Protection Services Agreement Committee is not a committee under the *Community Charter*.

- 9.2. The Rural Fire Protection Services Agreement Committee shall:
 - a. Establish and maintain a liaison between the Regional District and the City respecting this Agreement;
 - b. Review and make recommendations for settlement of any disputes between the parties hereto arising out of this Agreement.

10. INDEMNITY AND INSURANCE:

- 10.1. The Regional District hereby indemnifies and saves harmless the City from and against any and all manner of actions, causes of actions, claims, 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 the City, or its employees, servants, agents, and volunteers, and such indemnity shall survive the termination of this Agreement.
- 10.2. The City 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 the City'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, and volunteers, and such indemnity shall survive the termination of this Agreement.
- 10.3. The City agrees to procure and maintain in force at its own cost during the entire term of the Agreement, comprehensive general liability insurance in an amount not less than \$40,000,000, add the Peace River Regional District as an additional insured.
- 10.4. The City agrees to procure and maintain, during the entire term of the Agreement, extended firefighter benefits at rates and limits to be determined by the City as are necessary to provide the Services in the Rural Fire Protection Area.
- 10.5. The City agrees to procure and maintain during the entire term of the

Agreement, workers' compensation coverage for all employees and volunteers employed by the Fire Department that covers the provision of the Services in the Rural Fire Protection Area, whether as career, work experience, volunteer, or paid on call members.

- 10.6. The City 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.

11. RENEWAL OR RE-NEGOTIATION OF AGREEMENT

- 11.1. Not later than September 15, 2027, representatives of the Regional District and the City will meet to discuss any potential amendments or a renewal of this agreement.
- 11.2. In the case that this Agreement is not terminated in accordance with the provisions of section 12.1 or replaced with a new Agreement by the expiry date, this Agreement shall automatically continue during the period of time that a renewal or replacement agreement is being negotiated.
- 11.3. The City and the Regional District agree that should Bill 4 – 2016, the *Fire Safety Act*, come into force during the term of this contract that both parties will meet and consider re-negotiation of this contract if necessary to meet the requirements of the Act with respect to the duties required of regional districts in British Columbia.
- 11.4. The City and the Regional District agree that during the term of the agreement, they will continue discussions regarding expansion of fire protection services in the North Peace and acknowledge that in order to meet potential service deliverables that service area boundaries may need to be amended; and further, that both parties will meet and consider re-negotiation of this contract if necessary to meet the requirements of a boundary expansion.

12. TERMINATION

- 12.1. At any time during the Term, either party may terminate this Agreement for no cause on one (1) years' 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.

13. NOTICES

- 13.1. 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. All notices given under this Agreement shall be in writing, delivered personally or sent by email with electronic receipt or mailed by

prepaid registered mail to the parties at the addresses or email addresses on the first page of this Agreement or such other addresses or email addresses provided from time to time by either party in accordance with this notice provision. Notices delivered personally will be deemed to be received on delivery; via email, on the date emailed; when mailed, on the third calendar day after mailing. Notices to the Regional District will be sent to the attention of the Chief Administrative Officer. Notices to the City will be sent to the attention of the Chief Administrative Officer.

14. ARBITRATION

- 14.1. 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 Rural Fire Protection Services Agreement Committee established in this agreement. If the Rural Fire Protection Services Agreement 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.

15. GENERAL

- 15.1. The parties shall perform its obligations under this Agreement in compliance with all laws in force in the Province of British Columbia from time to time.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. Time shall be of the essence of this Agreement.
- 15.6. Neither of the parties hereto may assign any of their rights and obligations

hereunder.

15.7. This Agreement shall ensure 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 City of Fort St. John)
Was hereunto affixed in the presence of:)

_____)
Authorized Signatory)

C/S

_____)
Authorized Signatory)

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

_____)
Authorized Signatory)

C/S

_____)
Authorized Signatory)

Schedule 'A'
ANNUAL PAYMENT SCHEDULE

This schedule establishes the Service Fee for the provision of Fire Protection Services by the City to the Rural Fire Protection Areas established by the Regional District.

Year	Increase	Total Fee for Service
2023	Base Year	\$614,346
2024	2%	\$626,633
2025	2%	\$639,165
2026	2%	\$651,948
2027	2%	\$664,987
5 Year Total:		\$3,197,079

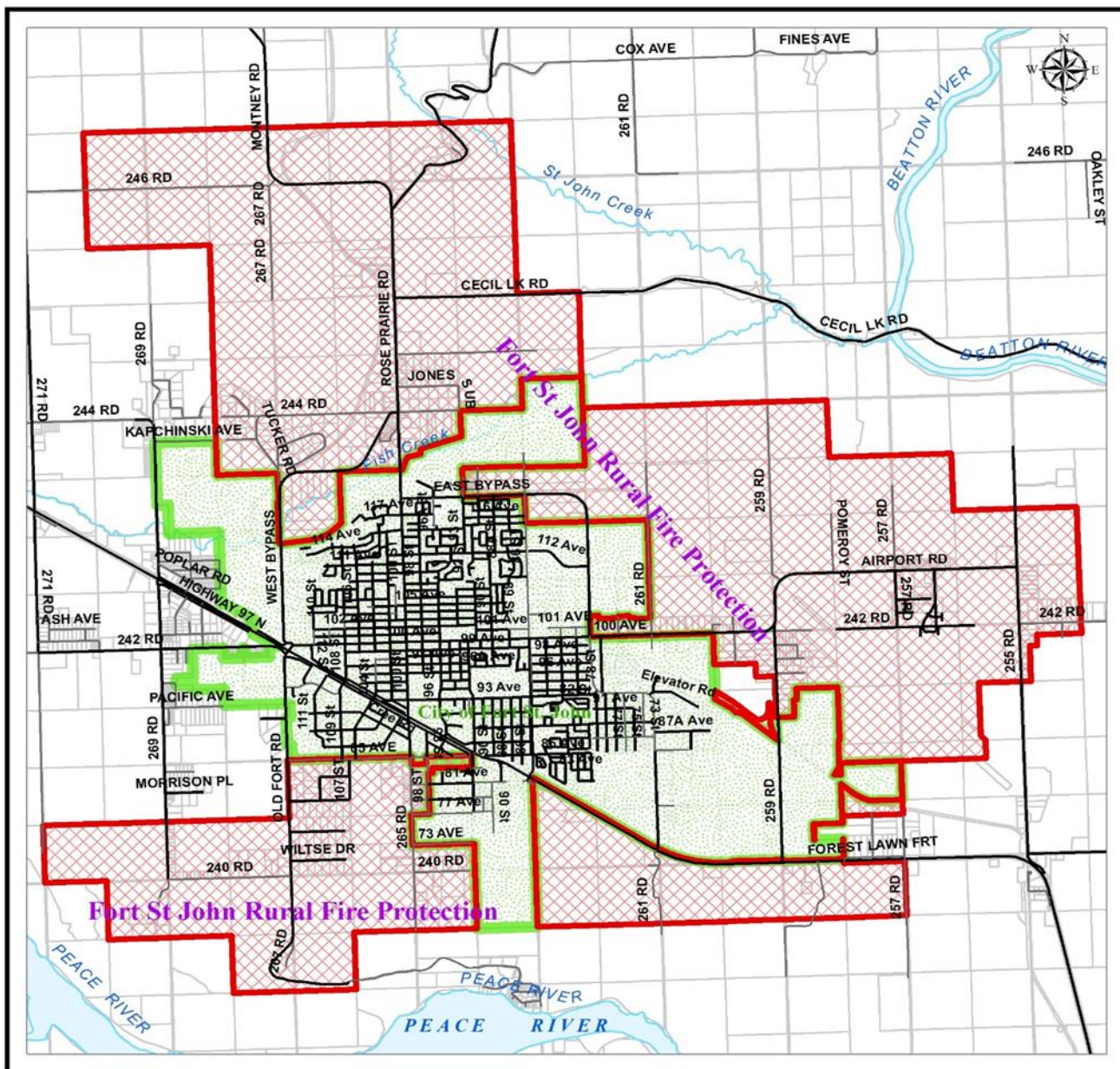
If the annual requisition exceeds the amount that can be raised legally per the Fort St. John Fire Service Area Establishment Bylaw, this Agreement will be subject to renegotiation.

It is acknowledged that the all-inclusive (operating and capital) service fee for the year 2022, as performed under the provisions of section 9.04 the previous agreement dated April 6, 2017, was \$602,300.

SCHEDULE 'B'

MAPPING

The following map shows the Ordinary Jurisdiction of the Fire Department, including: the municipal boundaries of the City and the Rural Fire Protection Areas.



SCHEDULE 'C'

OTHER ITEMS

1. The PRRD will investigate with Fort St John the possibility of developing an inspections and investigations bylaw that would provide Fort St. John with the legal authority to inspect commercial, industrial and public buildings in the Rural Fire Protection Area for purposes of fire pre-planning and Fire Code compliance to ensure the safety of their members.
2. The PRRD will investigate with Fort St. John the possibility of developing a burning regulation that would provide Fort St. John with the legal authority to regulate open burning in the Rural Fire Protection Area.

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SCHEDULE 'D'

COMPREHENSIVE POST-INCIDENT ASSESSMENTS BY FIRE DEPARTMENTS POLICY



PEACE RIVER REGIONAL DISTRICT

POLICY STATEMENT

Comprehensive Post-Incident Assessments by Fire Departments

Department	Community Services	Policy No.	0340-77
Section	Protective Services	Date Approved by Board	
Repeals		Board Resolution #	

Amended		Board Resolution #	
Amended		Board Resolution #	
Amended		Board Resolution #	

Repealed		Board Resolution #	
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1. Purpose

The purpose of this policy is to identify that Peace River Regional District owned or contracted fire departments do not perform comprehensive post-incident assessments.

2. Scope

This statement of Policy applies to all fire departments operated by the Peace River Regional District, as well as fire departments serving the Peace River Regional District under contract with respect to services provided in rural fire protection areas.

3. Definitions

Fire Department: means the fire departments operated by the Peace River Regional District, and any other fire department providing services to the Peace River Regional District under contract in a fire protection area established by bylaw.

Comprehensive Post-Incident Assessment: means a detailed examination of a structure after a fire or other emergency incident to determine if the structure is safe for occupancy and completely free of hazards, including, but not limited to:

- a) structural damage or deficiencies;
- b) harmful gases;
- c) biological hazards;
- d) flammable gas leaks;
- e) electrical hazards;
- f) water damage; and,



g) hidden or smoldering fires which may rekindle.

4. Policy

- 4.1 The fire departments shall not perform Comprehensive Post-Incident Assessments as they are not trained nor equipped nor staffed for that purpose.
- 4.2 After a fire or other emergency incident, the owner or occupier of the property is responsible for engaging the necessary professionals to determine if their property is safe to occupy and free of hazards.

Affiliated Procedure	
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