

## RURAL FIRE PROTECTION AGREEMENT

This agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 2022.

BETWEEN:

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

(Regional District)

OF THE FIRST PART

AND:

City of Dawson Creek  
Box 150,  
Dawson Creek, BC VI G 4G4  
[the “City”]

OF THE SECOND PART

WHEREAS the Regional District has pursuant to “Dawson Creek - Pouce Coupe Rural Fire Protection Local Service Area Establishment By-law No. 710, 1990”, and all amendments thereto, (herein called the Dawson Creek—Pouce Coupe Rural Fire Protection Local Service Area) established a local service area;

AND WHEREAS the Regional District has, on behalf of its rural residents, negotiated with the City to provide fire protection and control services to the portion of the local service area as shown on the attached Schedule ‘A’ to this Agreement (hereinafter called the “Dawson Creek Rural Fire Protection Area”).

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) by the City in accordance with the terms of this Agreement;

AND WHEREAS the City has lawfully established a fire department (hereinafter referred to as the “Fire Department”), and the Fire Department has sufficient capacity to supply rural fire protection and control services to the Dawson Creek Rural Fire Protection Area;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises 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 (hereinafter referred to as “the Services”)**

- 1.1 The City shall, through its Fire Department, provide rural fire protection and control services to and for the Dawson Creek 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 Dawson Creek Rural Fire Protection Area, and without limiting the generality of the foregoing, the Services supplied by the Fire Department to the Rural Fire Protection Area shall include:

- a. Answering and responding to all fire emergency calls from the Dawson Creek Rural Fire Protection Area in the same order of priority as if fire emergency calls from the Dawson Creek Rural Fire Protection Area were fire emergency calls made from within the City of Dawson Creek;
  - b. Attending at fire emergencies in the Dawson Creek Rural Fire Protection Area with the appropriate equipment for the purpose of controlling and extinguishing fires;
  - c. Conducting inspections on a complaint-only basis of premises within the Dawson Creek Rural Fire Protection Area to locate conditions which may cause a fire or increase the danger of a fire or increase the danger of persons therein; 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 Dawson Creek 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 The City, through its Fire Department, shall ensure that it has, at all times, all necessary personnel and maintains and operates all necessary equipment to provide the Services to the Dawson Creek Rural Fire Protection Areas as set out herein.
- 1.3 The City is the “Authority Having Jurisdiction” in relation to the Fire Department, as contemplated by and defined in the British Columbia Structure Firefighter Minimum Training Standards. The City’s Fire Department will meet or exceed the minimum requirements of this standard.
- 1.4 The Regional District agrees that, by entering this Agreement, the 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 City of Dawson Creek Fire Protection Bylaw as may be amended or replaced from time to time, within the Dawson Creek 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 City of Dawson Creek Fire Department under the City of Dawson Creek Fire Protection Bylaw.
- 1.5 For greater clarity, the following services are not provided under this agreement:
  - a. Investigation or response to routine burning complaints within the rural fire protection area unless there are reasonable grounds to suspect that public safety is at risk or that the fire may spread beyond its intended perimeter; and,
  - b. 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 ‘E’.

**2. TERM OF AGREEMENT**

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

**3. PAYMENT FOR FIRE PROTECTION SERVICES**

- 3.1 For each year of the Term, for the supply of the Services to the Dawson Creek Rural Fire Protection Area, the Regional District shall pay to the City a sum (hereinafter referred to as the "Annual Payment"), as defined in the attached Schedule ‘B’ ANNUAL PAYMENT SCHEDULE of this Agreement.
- 3.2 The Regional District shall pay the Annual Payment for each calendar year to the City within the first two weeks in August of each year during the Term.

**4. CAPITAL CONTRIBUTION**

- 4.1 The Regional District does not contribute annual funding to the Dawson Creek Fire Department “Capital Reserve”.
- 4.2 The Regional District owns a ‘Tender’ and an ‘Engine’ that are provided to the Dawson Creek Fire Department in lieu of contributions to a City of Dawson Creek “Capital Reserve”.
- 4.3 The Regional District will contribute to and maintain its own “Capital Reserve” for the purpose of replacement of the ‘Tender’ and ‘Engine’ as required.
- 4.4 Notwithstanding the clauses included within this section, the Regional District agrees to provide capital funding for the Dawson Creek Fire Hall based on the terms and conditions provided in the attached “SCHEDULE ‘D’ - DAWSON CREEK FIRE HALL”.

**5. OPERATIONAL CONTRIBUTION**

- 5.1 The Regional District does not contribute toward the operation of the Dawson Creek Fire Training Centre but may enter into a separate agreement with the City with respect to the use of the Dawson Creek Fire Training Centre.

**6. REPORTING REQUIREMENTS**

- 6.1 The City shall provide such 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 City's Fire Department detailing responses to emergency calls within the Dawson Creek Rural Fire Protection Area and other information concerning the Services.

**7. FIRE DEPARTMENT MANAGEMENT COMMITTEE**

- 7.1 The parties hereto agree to establish a "Fire Department Management Committee" consisting of the following members:
- a. The Director of Electoral Area "D"; and
  - b. The Mayor or representative of the City of Dawson Creek;

For certainty, the Fire Department Management Committee is not a committee under the Community Charter.

- 7.2 The Fire Department Management Committee shall:
- a. Establish and maintain a liaison between the Regional District and the City respecting this Agreement;
  - b. Review any proposals from the Fire Department for capital expenditures or expansion of the Services;
  - c. Review and make recommendations for settlement of any disputes between the parties hereto arising out of this Agreement.

**8. INDEMNITY AND INSURANCE:**

- 8.1 The Regional District hereby indemnifies, saves harmless, releases and forever discharges the City 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 the City, or its employees, servants, agents, volunteers and contractors.
- 8.2 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, volunteers and contractors.
- 8.3 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, policies and/or program.
- 8.4 The Regional District agrees to procure and maintain, as part of the agreement, insurance for the two vehicles owned by the Regional District, and provided to the City for the purpose of providing the Services.
- 8.5 The City agrees to procure and maintain, as part of the Services, during the entire term of this Agreement, automobile insurance on owned and/or leased vehicles as required by the laws of British Columbia, and as required under any motor vehicle lease agreement.

- 8.6 The City agrees to procure and maintain, as part of the Services, 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.

**9. RENEWAL**

- 9.1 No later than six (6) months prior to the expiry of the Term, the Regional District shall deliver notice to the City whether it wishes to renew, extend or renegotiate this Agreement. For clarity, the parties are not obligated to renew, extend or renegotiate this Agreement.

**10. TERMINATION**

- 10.1 Either party to this Agreement may terminate this Agreement by giving to the other party a written notice of termination, providing the other party with at least one year (12 months) notice.

**11. NOTICES**

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

The City of Dawson Creek  
Box 150, 10105- 12A Street,  
Dawson Creek BC V1G 4G4  
Attention: Chief Administrative Officer

Any such notice shall be deemed to have been given if delivered by hand, when delivered; and if mailed, on the second business day following that on which it was mailed.

- 11.2 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  
Attention: Chief Administrative Officer

Any such notice shall be deemed to have been given if delivered by hand, when delivered; and if mailed, on the second business day following that on which it was mailed.

**12. GENERAL**

- 12.1 The City shall perform its obligations under this Agreement in compliance with all laws in force in the Province of British Columbia from time to time. In the event that additional rural fire protection services are required within the rural fire protection zone due to a change in legislation or due to any other reason outside the control of the City, then the City has the option to either terminate or renegotiate this agreement with the Regional District prior to the effective date of the said change.
- 12.2 The parties hereto covenant and agree that 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 performance of the terms and conditions of this Agreement.
- 12.3 If at any time during the Term the parties hereto shall deem it necessary or expedient to make any alteration or addition to this Agreement they may only do so by means of a written amendment signed by both parties which shall be attached to and form part of this Agreement.
- 12.4 Time shall be of the essence of this Agreement.
- 12.5 Neither of the parties hereto may assign any of their rights and obligations hereunder.
- 12.6 This Agreement shall endure 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 Dawson Creek  
was hereunto affixed in the presence of:

[Redacted Signature]

[Redacted Signature]

Authorized Signatory

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C/S

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

[Redacted Signature]

Leonard Hiebert, Chair

[Redacted Signature]

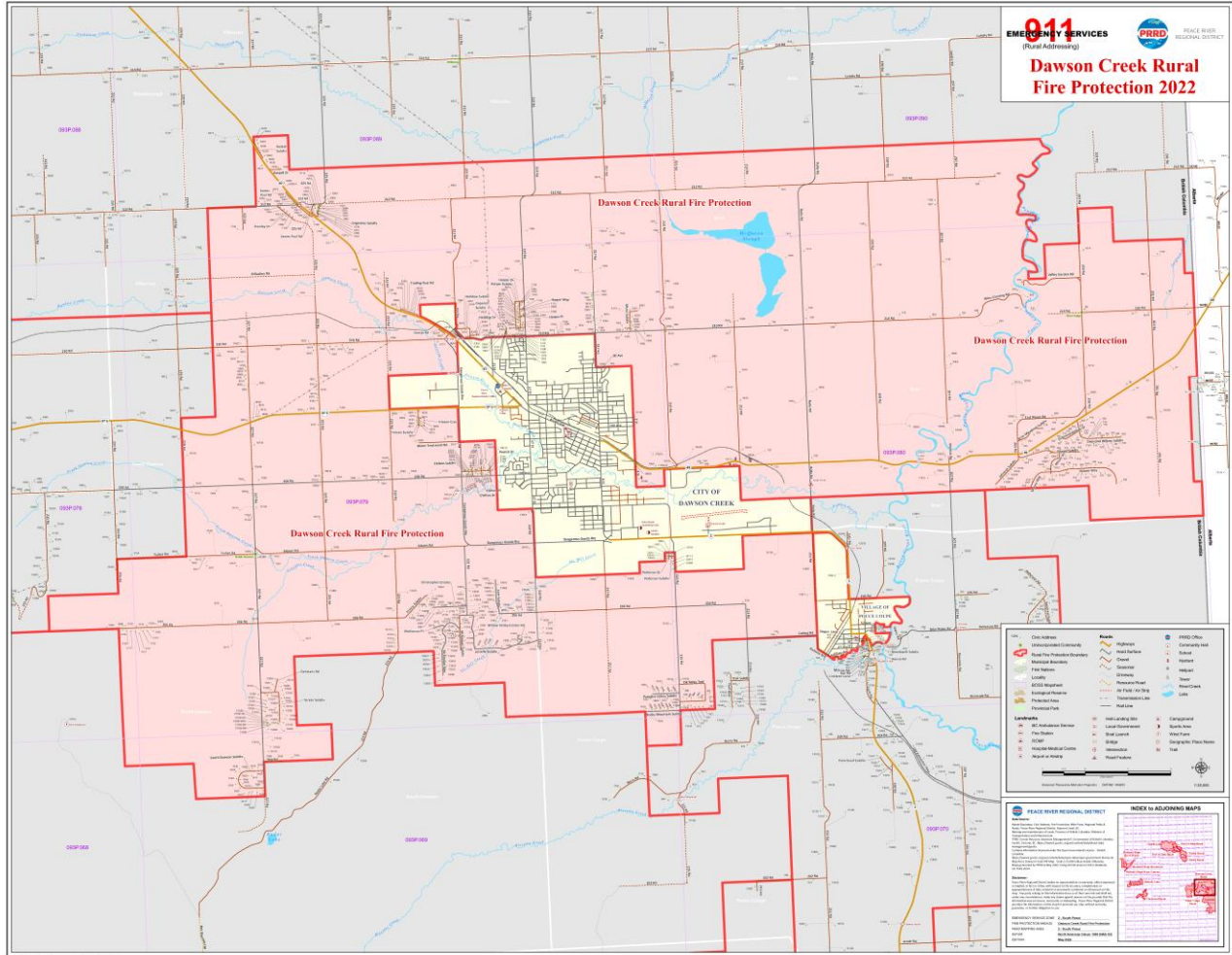
Shawn Dahlen, Chief Administrative Officer

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### SCHEDULE 'A'

The following map shows the boundaries of the Dawson Creek Rural Fire Protection Area (shaded in pink).



**SCHEDULE 'B'**  
**ANNUAL PAYMENT SCHEDULE**

<b>Year</b>	<b>Annual Payment</b>		<b>Equipment Contribution*</b>	<b>TOTAL</b>
	<b>Increase</b>	<b>Amount</b>		
2023	Base Year	\$364,871	\$25,000	\$389,871
2024	2.5%	\$373,992	\$25,000	\$398,992
2025	2.5%	\$383,341	-	\$383,341
2026	2.5%	\$392,924	-	\$392,924
2027	2.5%	\$402,747	-	\$402,747

\* The Equipment contribution reflects the remainder of the three-year commitment made by the Electoral Area 'D' Director for the 2022 expansion of the fire protection service area.



## **SCHEDULE 'C'**

### **OTHER ITEMS**

#### **Burning Regulations**

The Regional District agrees to investigate with the City the possibility of developing a bylaw that would provide the City with the ability to regulate and/or enforce open burning in the Rural Fire Protection Area.

#### **Fire Engine Replacement**

The Regional District agrees to start the procurement process for a new fire engine in 2023 to replace the current PRRD-owned engine provided for use by the City. The PRRD agrees to supply an engine with the following specifications:

- 450 HP engine or greater;
- All-wheel drive and Insta-chains (or similar);
- Seating capacity for 5 persons;
- A minimum 600 IG water tank;
- A minimum 1250 IGPM pump; and,
- Class A and B foam.

**SCHEDULE 'D'**

**DAWSON CREEK FIRE HALL**

The Regional District will provide capital funding of 10% of the cost of renovation to or construction of a replacement/new Dawson Creek Fire Hall, (the Project) up to a maximum of \$1.2 million, subject to:

- i. the City commencing construction on the Project not later than December 31st, 2033, and not sooner than January 1<sup>st</sup>, 2028;
- ii. the existence of a current agreement between the parties for rural fire protection at the time the Project commences; and
- iii. the City agreeing to provide the Services for an additional five-year term upon completion of the Project.

The City of Dawson Creek shall be responsible to submit proof of total Project costs to the Regional District to request payment of the capital contribution noted above.

This replaces the commitment provided in the previous Rural Fire Protection Agreement dated May 3<sup>rd</sup>, 2018.

**SCHEDULE 'E'**

**Comprehensive Post-Incident Assessments by Fire Departments Policy**



**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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