

THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2021.

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  
  
email: [prrd.dc@prrd.bc.ca](mailto:prrd.dc@prrd.bc.ca)  
  
(the "Regional District")

OF THE FIRST PART

AND:

**TOMSLAKE AND DISTRICT VOLUNTEER FIRE DEPARTMENT SOCIETY**  
Incorporation Number S-18219, a Society incorporated under the *Societies Act*, SBC 2015, c 18, and having an address at:  
  
PO Box 49  
Tomslake, BC V0C 2L0  
  
email: [tdvfd@pris.ca](mailto:tdvfd@pris.ca)  
  
(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 "Tomslake Area Rural Fire Protection Specified Area Establishment and Loan Authorization Bylaw No. 362, 1993" and "Tomslake Fire Department Local Service Area Establishment Amendment Bylaw 1401, 2001" and "Tomslake Fire Department Local Services Area Establishment Amendment Bylaw No 1535, 2004" (hereinafter collectively called the "Regional District Bylaws") 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 bylaws;

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 on the terms and conditions herein;

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;

**"Budget"**

means a detailed annual budget for the Society's provision of the Service that includes, but is not limited to, operating costs and line items for expenditures on items of a capital nature and planned contributions to the Society's capital reserve fund;

**"Committee"**

means the Fire Committee established in Section 14 of this Agreement;

**"Fire Chief"**

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

**"Fire Protection"**

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

**"Firefighter"**

means any person appointed by the Fire Chief as a firefighter or staff member of the Society, including volunteer firefighters and the Society's dispatcher.

**"Operating Fund"**

means the annual funding paid to the Society to operate the Society and provide the Service as outlined in the Regional District's annual budget.

**"Service"**

means the operation of the Society and the provision of Fire Protection in the Service Area and in areas outside the Service Area in accordance with this Agreement;

**"Service Area"**

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

**"Term"**

means a term of two (2) years, commencing on [REDACTED], 2021 and ending on the date that is five years from the commencement date unless renewed in accordance with this Agreement ; 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 Sections 4 and 5 of this Agreement;
- c) contract with the personnel necessary for the provision of the Service;
- d) provide to the Regional District, prior to the commencement of the Term, a list of the names of all Firefighters, including their level of seniority and position, and keep such list updated by informing the Regional District of any changes to the list within 14 days of the change occurring;
- e) provide the Service in the manner and to the standard reasonably expected of rural fire departments with volunteer firefighters in British Columbia;
- f) ensure all Firefighters are trained to the level of "Exterior Operations" service level as outlined in the most recent edition of the "British Columbia Fire Service Minimum Training Standards: Structure Firefighters Competency and Training Playbook" for exterior operations, or, if such standards cease to be published during the Term, equivalent standards published pursuant to subsection 3(3) of the Fire Services Act (British Columbia) or other relevant provincial regulations;
- 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.
3. The Regional District and the Society acknowledge and agree that the Society is the sole provider of the Services within the Service Area.

### **Provision of Service Outside Service Area**

4. The Society shall, where consented to by the Society, provide the Service to areas outside the Service Area in accordance with any agreement related to the provision of Fire Protection, including mutual aid agreements, between the Regional District and another party under which the Regional District agrees that the Society will provide such Service.
5. Prior to entering into an agreement pursuant to section 4 above, the Regional District will provide such agreement to the Society and request its written consent for entering into such agreement, and upon receiving consent from the Society and entering into such agreement, 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 relevant terms and conditions of this Agreement, including without limitation, Sections 2(a) through (j).

### **Accounting Records/Financial Statements/Budgeting**

6. The Society must maintain throughout the Term accurate books, records, and accounts related to its provision of the Service and the operation of the Society, including all cheques, receipts, invoices, and all other relevant documents related to any expenditures, and the Society must permit the Regional District and its agents and contractors, to inspect the same at all reasonable times and to make copies of them.
7. All books, records and accounts the Society is required to keep must be kept in accordance with generally accepted accounting principles applied on a consistent basis from Year to Year.
8. No later than November 15 of each Year, the Committee must provide to the Chief Financial Officer (or the Chief Financial Officer's designate, as communicated by the Regional District) of the Regional District a Budget, approved by the Committee, for the following Year.
9. After receiving the Budget pursuant to the preceding section, the Committee shall

discuss all items of a capital nature contained in the Budget with the Regional District prior to January 30 of the next Year and determine if such items will be recommended for inclusion in the Regional District's annual budget for the upcoming Year. No items of a capital nature shall be purchased by the Regional District or Society unless provision has been made for such purchase in the Regional District's annual budget approved and adopted by the Board, and, accordingly, the Committee will remove any items of a capital nature in the Budget not included in the Regional District's approved annual budget from the Budget.

10. The Regional District will determine the costs of providing the Service for the upcoming year, which will include:

- a) the Operating Fund to be paid to the Society in the upcoming year,
- b) funds to be allocated for the Society's capital purchases and contributed to Society's capital reserve funds for the upcoming year, and
- c) any other costs of providing Fire Protection Services

and include such costs in the Regional District's annual budget for the upcoming year.

11. The Regional District will, upon the basis of its approved annual budget:

- a) pay the Operating Funding to the Society in 2 instalments payable by April 30 and October 31 of each year,
- b) pay the funds allocated for the Society's capital reserves to the Society's capital reserves, and
- c) pay the funds allocated for the Society's capital purchases to the Society.

12. Within 30 days of each annual general meeting of the Society, the Society must provide to the Regional District a copy of the financial statements prepared and approved by the Society in accordance with Division 2 of the *Societies Act*, SBC 2015, c 18.

13. The Society will:

- a) maintain and only use capital reserves for the Society's required capital purchases and contingencies and, specifically, will not use the capital reserve funds to cover operations costs.
- b) use the funds allocated for the Society's capital purchases only for the designated capital purchases.

14. 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 "D" of the Regional District

will be established, and the Society will give notice in writing to the Regional District outlining the members of such committee, by the date which is not less than 30 days from the beginning of the Term, and the Fire Committee will remain intact for the Term, with the Society providing written notice to the Regional District of any changes in the membership thereof with 15 days of such change occurring.

15. The Committee is responsible for:

- a) reviewing and reporting to the Regional District on each proposed Budget;
- b) meeting with officials of the Regional District as required by the Regional District, 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:
  - i. the previous Year's operations and the status of any capital purchases,
  - ii. any proposed major operational changes for the coming Year,
  - iii. a report on the training of all Firefighters and any other staff involved in the provision of the Service which includes, but isn't limited to, documentation showing that the Firefighters are trained to the required level of "Exterior Operations" as required by section 2. f) of this Agreement, and
  - iv. an inventory of Regional District owned property used by the Society.

16. The Committee:

- a) has no supervisory or managerial power or other authority or control over the Fire Chief or the Society; and
- b) will be chaired by the elected representative of Electoral Area "D" of the Regional District.

## Insurance

17.

- 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 except if, with the authorization of the Regional Board, that the Society is added to the Regional District's Municipal Insurance Association Liability Protection Agreement as an Associate Member.
- 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.

- c) The Regional District agrees that it shall not cancel any insurance coverage without 30 days written notice to the Society.
- d) The Society shall take out and maintain, at its sole costs and expense:
  - i. 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; and
  - ii. "Directors & Officers Liability" insurance coverage for the directors and officers of the Society.

## Indemnification

18.

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

## Termination

19. If:

- a) proceedings are instituted for the winding-up, dissolution or termination of the corporate existence of the Society;
- b) the Society makes any assignment for the benefit of creditors, becomes bankrupt or insolvent or takes the benefit of any legislation in force for bankrupt or insolvent debtors; or
- c) fails to hold a general meeting in accordance with the requirements of the *Societies Act*, SBC 2015, c 18.

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

20. 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.

21. At any time during the Term, either party may terminate this Agreement for no cause on six (6) months notice to the other party, and upon the expiration of six (6) months from the date of receipt of such notice, this Agreement shall be terminated.



## **Renewal of Term**

22. The parties may, by written agreement at least 30 days prior to the date the Term ends, renew this Agreement for a further single term of 5 years.

## **Assignment**

23. 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.

## **Interpretation**

24. In this Agreement:

- a) the term “enactment” has the meaning given to it under the Interpretation Act (British Columbia) on the reference date of this Agreement;
- b) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and
- c) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided.

## **Notices**

25. 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 Society will be sent to the attention of the Fire Chief.

## **No Effect on Rights or Powers**

26. 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**

27. Time is of the essence of this Agreement.

### **Whole Agreement**

28. 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**

29. In the case of any dispute arising between the partners 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 for arbitration in accordance with the procedure established by the *Commercial Arbitration Act*, RSBC 1996, c 55.

### **Severance**

30. 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**

31. 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**

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

### **Waiver**

33. 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**

34. 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

35. 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.

Draft

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 )

C/S

\_\_\_\_\_  
Chief Administrative Officer )

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

\_\_\_\_\_  
Authorized Signatory )

C/S

\_\_\_\_\_  
Authorized Signatory )

