

GUNDY RURAL FIRE PROTECTION AGREEMENT

This agreement dated for reference the _____ day of _____, 20__.

BETWEEN:

**Saddle Hills County
RR-1
Spirit River, AB
T0H 3G0**

(hereinafter called the "County")

AND:

**The Peace River Regional District
Box 810,
Dawson Creek, BC
V1G 4H8**

(hereinafter called the "Regional District")

AND:

**The Tomslake & District Volunteer Fire Department
Box 49
Tomslake, BC
V0C 2L0**

(hereinafter called the "Fire Department")

WHEREAS the Fire Department provides fire protection services to the Tomslake area located within the Peace River Regional District, in the Province of British Columbia, via a Fire Protection Agreement with the Regional District authorized via "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" and has also agreed to provide fire protection services to other areas at the request of the Regional District.

WHEREAS County Bylaw 386-2020 (the "Bylaw") establishes and provides for the operation of fire services in the Municipality of Saddle Hills County and grants the County authority to enter into a contract for the provision of services from another municipality;

WHEREAS the County wishes to have the Fire Department provide fire protection services to the Community of Gundy (hereinafter called "Gundy"), which is located within Saddle Hills County, Alberta;

WHEREAS Ministerial Order 0439 of the Province of British Columbia, attached hereto as Schedule C, and the Peace River Regional District Additional Power to Contract Regulation (B.C. Reg. 111/98) grants the Peace River Regional District permission to enter into agreements with the Municipal District of Saddle Hills No. 20 in

the Province of Alberta, which was renamed Saddle Hills County in 1999 via an Order in Council of the Province of Alberta, for the purposes of providing fire protection and assistance response by, for or on behalf of the owners or occupiers of property located within the Municipal District of Saddle Hills No 20.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto covenant and agree each with the other as follows:

1. RURAL FIRE PROTECTION SERVICES

1.1. The Regional District shall, through the Fire Department, provide rural fire protection and control services, including but not limited to, fire prevention, fire fighting and suppression as well as those services described in section 1.3 of this Agreement (hereinafter, the "Rural Fire Protection Services") within the area outlined in bold in Saddle Hills County, Alberta, on the map attached hereto as Schedule A (the "Fire Protection Area"); and to an "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.

1.2. The Regional District, via the Fire Department:

- a) will provide the Rural Fire Protection Services within the Fire Protection Area in the manner and to the standard reasonably expected of rural fire departments with volunteer firefighters in British Columbia and in accordance with the terms of this Agreement;
- b) will provide the necessary personnel and maintain and operate all necessary equipment to provide the Rural Fire Protection Services to the County as contemplated in this Agreement;
- c) is not obliged to provide the Rural Fire Protection Services at a greater level or degree than the level or degree to which the same services are provided elsewhere by the Fire Department;
- d) is not obliged to provide the Rural Fire Protection Services to any occupier of or the Properties in the Fire Protection Area if the infrastructure necessary for the provision of the Rural Fire Protection Services, including all water mains, lines, hydrants, connections and associated works (the "Infrastructure") is not available or does not meet the Regional District's applicable safety and engineering standards for such equivalent infrastructure located in the Regional District; and

- e) makes no representation or warranty that the level or degree of Rural Fire Protection Services provided under this Agreement will be maintained or continued to any particular standard, other than as stated expressly herein.

1.3. Representatives of the Regional District and Fire Department may at any time enter upon the Fire Protection Area for the purpose of providing any of the Fire Protection Services required in accordance with this Agreement and inspecting the Infrastructure and ensuring compliance with the terms of the Agreement.

1.4. Without limiting or extending the generality of the foregoing, the Rural Fire Protection Services supplied by the Regional District via the Fire Department to the County shall include:

- a) answering all fire emergency calls from the Fire Protection Area;
- b) attending at fire emergencies within the Fire Protection Area with necessary equipment for the purpose of controlling and extinguishing fires and providing related emergency services;
- c) attending at medical emergency calls within the Fire Protection Area when requested by Alberta Health Services for the purpose of preparing an emergency landing zone for the STARS helicopter.

1.5. The County acknowledges and agrees that:

- a) the Fire Department will be the primary fire service response agency providing the Rural Fire Protection Services in the Fire Protection Area, and
- b) if a situation arises where another department or agency is providing Rural Fire Protection Services at an incident in the Fire Protection Area in accordance with a mutual aid agreement between such department or agency and the County, the Fire Department will have control, direction, and management of any fire service, apparatus, equipment, or personnel assigned to such incident unless relieved by someone authorized to do so by the Bylaw.

1.6. The County shall:

- a) maintain access roads within the Fire Protection Area or that provide access to the Fire Protection Area in a state of fire service readiness to the standards set out in the manual published by the Office of the Fire Commissioner for British Columbia entitled "Establishing and Operating a Fire Department", a copy of which the County acknowledges receiving;

- b) service and maintain in good working order all means and all streets, roadways, bridges and, if required, associated streetlights and sidewalks, traffic lights and traffic control signs in the Fire Protection Area for the provision of access to or from the Fire Protection Area, driveways for access to or from the Properties and all Infrastructure in the Fire Protection Area to the standard substantially the same as elsewhere in the Regional District and will permit a representative of the Fire Department to inspect and operate all such Infrastructure;
- c) immediately notify the Regional District and the Fire Department of any malfunctioning Infrastructure,
- d) provide the Regional District and the Fire Department with maps and other information required by the Regional District in order to enable the Regional District to identify the location of all existing streets and Infrastructure located in the Fire Protection Area on the commencement date of the Agreement;
- e) will, at its sole cost and expense, ensure that publicity is given in the Fire Protection Area as to the location of the Fire Department's designated fire hall and the telephone number to be used to contact the Fire Department; and
- f) pay to the Fire Department for the Rural Fire Protection Services the fee for each parcel designated for protection at the rate specified in Schedule B (the "Annual Fee") and, concurrently, notify the Regional District of such payment.

1.7. The County acknowledges and agrees that there may be from time to time interruptions or reductions in the level of Rural Fire Protection Services, and that the neither the Regional District nor the Fire Department will be held liable for any losses, costs, damages, claims or expenses arising from or connected with a temporary interruption or reduction in the level of a Rural Fire Protection Services provided under this Agreement.

2. TERM OF AGREEMENT

The Term of this Agreement shall be for a period of five (5) years commencing on the _____ day of _____, _____.

3. PAYMENT FOR RURAL FIRE PROTECTION SERVICES

3.1. The County will pay the 2021 Annual Fee to the Fire Department on or before the date that is 30 days of this Agreement being fully executed and will concurrently notify the Regional District of such payment.

- 3.2. For each year of this Agreement after 2021, the County will pay the Annual Fee to the Fire Department on or before April 15 of that year, and if the County does not pay the Annual Fee by this date, services under this Agreement will cease until payment is received.

4. FORCE MAJEURE AND INDEMNITY

- 4.1. Neither the Regional District nor the Fire Department warrants or guarantees the continuance or quality of any of the services provided under this Agreement and shall not be liable for any damages, expenses or losses occurring by reason of suspension or discontinuance of the Rural Fire Protection Services for any reason which is beyond the reasonable control of the Regional District or the Fire Department, including, without limitation, acts of God, soil erosion, landslides, lightning, washouts, floods, storms, serious accidental damage, strikes or lockouts, vandalism, negligence in the design and supervision or construction of the Infrastructure, or in the manufacture of any materials used therein.
- 4.2. The County hereby indemnifies, saves harmless, releases and forever discharges the Regional District from and against any and all manner of actions, causes of actions, claims, debt, 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 Districts, its servants, agents, officers, employees, contractors or sub-contractors, including, without limitation, the Fire Department, in connection with or in consequence of the provision of the Rural Fire Protection Services.

5. NOTICES

- 5.1. The parties shall perform their obligations under this Agreement in compliance with all laws in force in the Province of British Columbia from time to time.
- 5.2. Either of the parties to this Agreement may terminate this Agreement by giving to the other party on or before the last day of November of any year during the term of this Agreement, a Notice of Termination in writing and if such notice is given in such manner this Agreement shall terminate on the last day of December in the next calendar year immediately following the giving of such notice, or on the date the term of this Agreement would ordinarily expire through passage of time, whichever date shall be the earlier.
- 5.3. Any notice given to the Regional District hereunder shall be well and sufficiently given if sent by pre-paid registered mail to the Regional District addressed as follows:

The Peace River Regional District
Box 810,
Dawson Creek, BC. V1G 4H8

and any notice provided to the Regional District under this section will also be given, concurrently, to the Fire Department via pre-paid registered mail to the Fire Department addressed as follows:

The Tomslake & District Volunteer Fire Department
Box 49
Tomslake, BC. V0C 2L0

5.4. Any notice given to the County hereunder shall be well and sufficiently given if sent by pre-paid registered mail to the County addressed as follows:

Saddle Hills County
RR-1
Spirit River, AB. T0H 3G0

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

6. GENERAL

- 6.1. The parties hereto and each of them 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 execute, 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. Time shall be of the essence of this Agreement.
- 6.5. None of the parties hereto may assign any of their rights and obligations hereunder.
- 6.6. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators and successors of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date first noted above by the parties hereto.

Peace River Regional District by its)
Authorized signatories:)
)
)
_____) C/S
Chairman – Brad Sperling)
)
)
_____)
Chief Administrative Officer – Shawn Dahlen)

Tomslake & District Volunteer Fire Department)
by its Authorized signatories:)
)
)
_____) C/S
President: _____)
)
)
_____)
Secretary: _____)

Saddle Hills County by its authorized)
signatories:)
)
)
_____) C/S
Reeve - Alvin Hubert)
)
)
_____)
Chief Administrative Officer – Cary Merrit)

[illegible]

SCHEDULE B

FEE STRUCTURE

Year	Rate		Parcel Count		Annual Fee
2021	\$350.00	X	36	=	\$12,600.00
2022	\$360.00	X	36	=	\$12,960.00
2023	\$370.00	X	36	=	\$13,320.00
2024	\$380.00	X	36	=	\$13,680.00
2025	\$390.00	X	36	=	\$14,040.00

SCHEDULE C

Ministerial Order

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. **0439** . Approved and Ordered **APR - 1 1998**



Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the Peace River Regional District Additional Power to Contract Regulation attached to this order is made.

Draft


Minister of Municipal Affairs
Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Municipal Act section 801

Other (specify): _____

248/98/13

**Peace River Regional District
Additional Power to Contract Regulation**

Additional power to contract

- I. The Peace River Regional District is granted, to the extent permitted under section 801 of the *Municipal Act*, the power to enter into agreements with the Municipal District of Saddle Hills No. 20, in the Province of Alberta, for the purposes of providing fire protection and assistance response by, for or on behalf of the owners or occupiers of property located within the Municipal District of Saddle Hills No. 20, in the Province of Alberta.

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