

THE DISTRICT OF FORT ST. JAMES

BYLAW NO. 828, 2005

A Bylaw to authorize the entering into a service agreement between the District of Fort St. James and the Regional District of Bulkley Nechako in the form attached hereto.

WHEREAS the parties wish to enter into a contractual agreement to provide for a fire protection service in the Luck Bay Rural Fire Protection Service Area shown on Schedule "A" to this Bylaw;

WHEREAS a the Regional District has adopted a bylaw to provide the service and entered an agreement with the District to provide the service on their behalf;

WHEREAS the District is empowered by Section 8.2 of the Community Charter SBC 2004 c.26 to provide any service that the council considers necessary or desirable; and

WHEREAS the Volunteer Fire Department for the District has agreed to provide structural fire suppression services to all road accessible structures in the Luck Bay Rural Fire Protection Service Area;

NOW THEREFORE the Council of the District of Fort St. James, in open meeting assembled, enacts as follows:


1. The Council of the District of Fort St. James hereby ratifies the service agreement attached hereto.
2. The Mayor and Administrator are hereby authorized to sign the said service agreement on behalf of the District of Fort St. James.
3. This bylaw may be cited as the "Luck Bay Fire Suppression Service Agreement Bylaw No. 828, 2005".

READ A FIRST, SECOND AND THIRD TIME THIS 12th DAY OF OCTOBER, 2005.

ADOPTED THIS 26th DAY OF OCTOBER, 2005.



Jim Togyi, Mayor



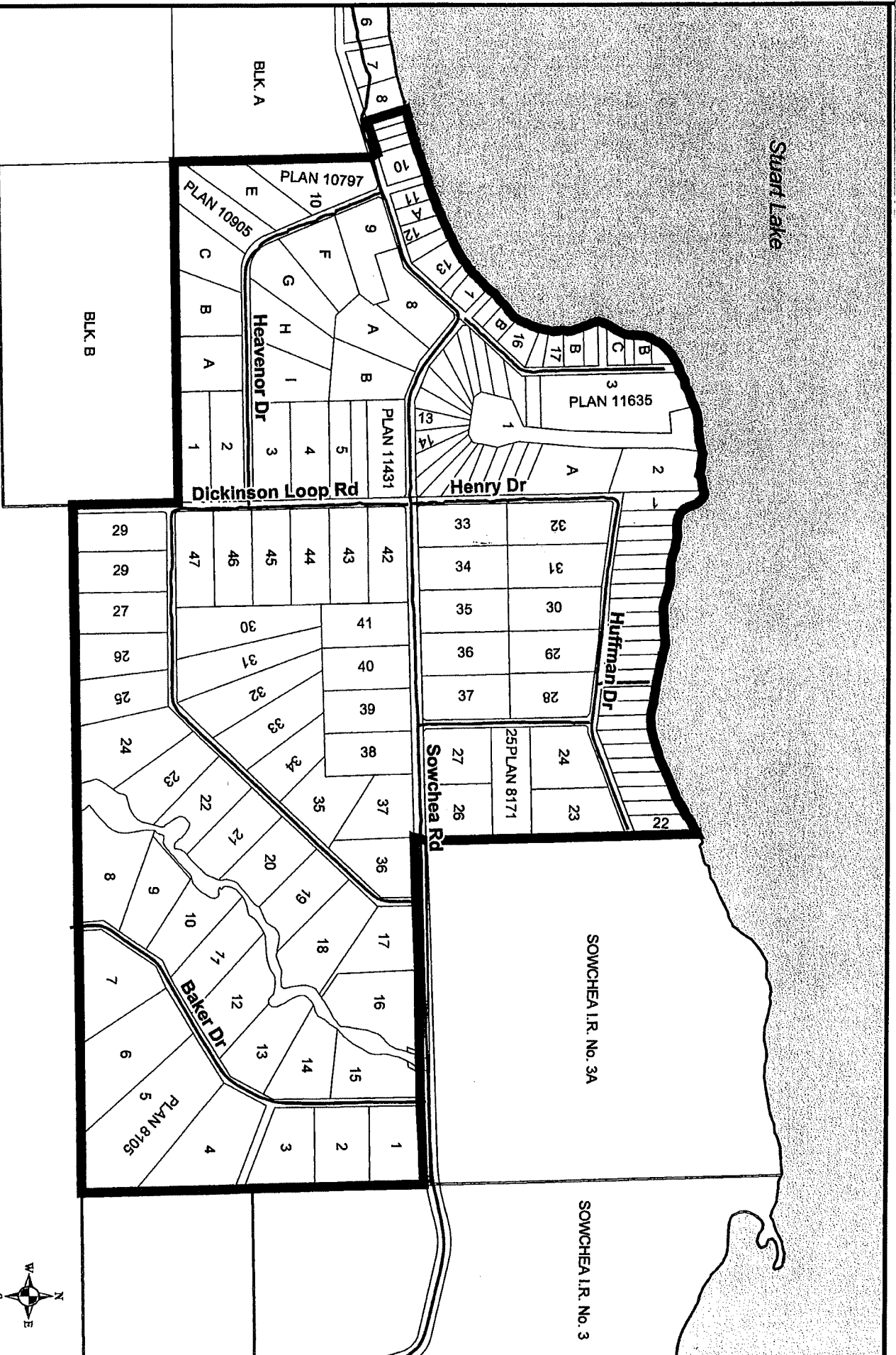
Nigel Black, CAO

Certified a true copy of the "Luck Bay Fire Suppression Service Agreement Bylaw No. 828, 2005".



Nigel Black, CAO

DISTRICT OF FORT ST. JAMES
BYLAW NO. 828, 2005
SCHEDULE "A" - Luck Bay Rural Fire Protection Service Area



THIS AGREEMENT IS DATED THE 21 DAY OF September, 2005

BETWEEN:

THE REGIONAL DISTRICT OF BULKLEY-NECHAKO,
P.O. BOX 820, Burns Lake, British Columbia, VOJ 1EO
(hereinafter referred to as "the Regional District")

OF THE FIRST PART

AND:

THE DISTRICT OF FORT ST. JAMES,
389 Stuart Drive, P.O. Box 900, Fort St. James, British Columbia, VOJ 1P0
(hereinafter referred to as "the District")

OF THE SECOND PART

WHEREAS: a Regional District may, by by-law establish and operate a local service under the provisions of Part 24 of the Local Government Act;

AND WHEREAS: The Regional District has established by bylaw No. 1335, a service of fire protection for a portion of Electoral Area "C" known as the "Luck Bay Rural Fire Protection Service";

AND WHEREAS: to facilitate the provision of fire protection services in the Luck Bay Fire Protection Service Area (the Service Area), a satellite fire hall will be required in the Service Area:

AND WHEREAS: the parties wish to develop an integrated fire protection service, to include the Service Area, under the direction and management of the Fort St. James Fire Department;

AND WHEREAS: the parties wish to enter into a contractual agreement to provide for a fire protection service in the Service Area;

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

1) Service to be Provided

The District undertakes to provide fire protection service to structures and dwellings for and to the residents of the "Luck Bay Rural Fire Protection Service Area" shown on Schedule "A" to "Luck Rural Fire Protection Service Establishment By-law No. 1335 (the Service Area) in the same manner and to the same extent as is provided to the residents of the District of Fort St. James, except as provided in this Agreement and taking into account that differing supplies of water may exist, such as fire hydrants within the District.

2) Buy-in Fee

The Regional District, on behalf of the Service Area, shall pay a buy-in fee to the District to recognize that the rural residents of Luck Bay will get some value for use of the assets of the Fort St. James Fire Department in existence at the commencement of this agreement. The buy-in fee shall be \$40 annually per household for a period of ten years; and is payable on August 1st of each year.

3) Satellite Fire Hall

The Regional District, on behalf of the Service Area, will have a satellite fire hall constructed on a property within the Service Area suitable for housing a pumper fire truck. As the Regional District will own the satellite fire hall, it will be responsible for the cost of construction, any related debt repayments and the cost of maintenance and utilities.

4) Annual Fee for Service

The Regional District, on behalf of the Service Area, undertakes to pay the District an annual sum (to be paid on August 1st. in each year) in compensation for the provision of the said service during the lifetime of this Agreement as hereinafter determined.

- a) The formula for the calculation of the annual amount due under this section, shall be as follows:
- b) Determine the converted hospital assessment on land and improvements within the District of Fort St. James, the existing rural service area, the Luck Bay rural service area and all three areas together;
- c) Calculate the percentage of the converted hospital assessment within the District of Fort St. James, the existing rural service area and the Luck Bay rural service area respectively;
- d) Apply these percentages to the net annual operating costs of the fire protection service to determine the proportionate contribution of the District, the existing rural service area and the Luck Bay service area.

- e) The maximum amount the Service Area shall contribute to the fire protection service shall not exceed THREE DOLLARS (\$3.00) per ONE THOUSAND DOLLARS (\$1,000) of the net taxable value of land and improvements in the Service Area. Renegotiation of the bylaw is required should the maximum amount be reached during the life of this Agreement.
- f) The Regional District and District will use the latest and/or adjusted assessment information provided by the British Columbia Assessment Authority in determining the converted hospital assessment on improvements.

5) Annual Budget

The Electoral Area "C" Director of the Regional District shall be involved in the preparation of the District's Fire Department Annual Budget, the net operating costs of which shall be furnished to the Regional District in time to be included in the Regional District's Annual Budget for that year, no later than March 1st.

6) Record of Fires

The Fire Department is to keep a record of fires within the District of Fort St. James and each rural service area for the benefit and information of both the District and Regional District.

7) Other Agreements

The District shall ensure that any agreement between the District of Fort St. James and the Ministry of Forests with respect to the control and extinguishment of fires shall apply to the "Luck Bay Rural Fire Protection Local Service Area".

8) Indemnities

- a) The District shall indemnify and save harmless the Regional District from any and all liability arising out of the provision by the District of the fire protection service contemplated by this agreement arising from or contributed to by the negligence of the District, its officers, employees, agents or contractors.
- b) The Regional District shall indemnify and save harmless the District from any and all liability arising from the provision by the District of the fire protection service contemplated by this agreement arising out of or contributed to by the negligence of the Regional District, its officers, employees, agents or contractors.

9) Force Majeure

- a) "Force Majeure" means any event or circumstance not within the reasonable control of the party claiming Force Majeure and includes:
 - i) acts of God, including wind, ice and other storms, lightning, floods, earthquakes, volcanic eruptions and landslides;
 - ii) strikes, lockouts and other industrial disturbances;
 - iii) epidemics, war (whether or not declared), blockades, acts or public enemies, acts of sabotage, civil insurrection, riots and civil disobedience; and
 - iv) explosions, fires or mechanical breakdowns.
- b) If at any time any party hereto is unable to fulfill an obligation under this Agreement due to an event of Force Majeure, that party shall be relieved from its obligation for the duration of such event of Force Majeure, provided that the party claiming the benefit of this section shall within twenty-four (24) hours of the occurrence of the event that party claims is an event of Force Majeure provide to the other parties a notice in writing specifying:
 - i) the event that party claims is an event of Force Majeure;
 - ii) the circumstances which that party claims prevents it from performance of its obligations under this Agreement.
- c) The Provisions of this section shall not relieve a party of its obligation to continue to take all reasonable steps within that party's control to fulfill its obligations under this Agreement, or to resume the carrying out of its obligations hereunder at the earliest opportunity, or to mitigate the extent of the loss or damage it may suffer or incur as a result of the event of Force Majeure.

10) Term of Agreement

The procedures outlined in this Agreement shall apply to each succeeding year during the term of this Agreement. The term of this Agreement shall be ten years commencing on January 1, 2006 and terminating of December 31, 2015.

11) Early Termination

- a) In the event that, at the discretion of the Fort St. James Fire Chief (the Fire Chief) in consultation with the Electoral Area "C" Director of the Regional District, it is determined that the Fort St. James Fire Department can no longer provide adequate fire protection to the Service Area due to a lack of appropriate volunteer firefighters or equipment, the District may terminate this agreement to take effect at the end of any calendar year with 12 months written notice.

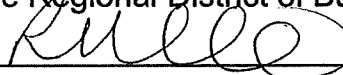
- b) During the notice period, the Regional District will work with the Fort St. James Fire Department to attempt to resolve the lack of firefighters or equipment. If this effort is successful in resolving the lack of firefighters or equipment to the satisfaction of the Fire Chief, the termination notice may be rescinded by the District in consultation with the Regional District.
- c) In the event that this Agreement is terminated early, all payments from the Regional District to the District will terminate. The Regional District will continue to own the satellite fire hall and any equipment which it has purchased and it will continue to be responsible for the repayment of any debt it has incurred to purchase these assets.
- d) The Regional District will offer the right of first refusal to the District regarding the sale of any fire trucks or equipment should the satellite fire hall be closed

IN WITNESS THEREOF the said parties hereto have hereunto affixed their Seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

on this 25 day of August, 2005

by the Regional District of Bulkley -Nechako



Chairperson



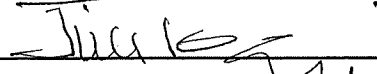
Chief Administrative Officer

"SEAL"

SIGNED, SEALED AND DELIVERED

on this 21 day of September, 2005

by the District of Fort St. James



Mayor



Chief Administrative Officer

"SEAL"