



REGIONAL DISTRICT of Fraser-Fort George

FIRE PROTECTION SERVICES AGREEMENT

REGIONAL DISTRICT OF FRASER-FORT GEORGE

and

LHEIDLI T'ENNEH

FIRE PROTECTION AGREEMENT

BETWEEN:

THE LHEIDLII T'ENNEH, a band duly established pursuant to the *Indian Act* and having its business office located at:
1041 Whenun Road
Prince George, BC V2K 1X8

(hereinafter called the "**Lheidli T'enneh**")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George, BC V2L 1P8

(hereinafter called the "**Regional District**")

OF THE SECOND PART

WHEREAS the Lheidli T'enneh wishes to obtain, for that portion of the Fort George Indian Reserve #2 located south of the Fraser River as outlined in bold on **Schedule "A"** (the "**Reserve Area**"), fire protection services of the Regional District;

AND WHEREAS the Regional District has established the Shell-Glen Fire/Rescue Department (the "**SGFR Department**");

AND WHEREAS the Regional District has agreed to provide fire protection according to the terms and conditions of this Agreement; and

NOW THEREFORE this Agreement witnesseth in consideration of the mutual covenants and undertakings herein contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services

The Regional District shall provide the services of the SGFR Department fire fighting personnel and equipment for the purpose of:

- a. fighting structural fires or fires threatening structures on the Reserve Area, provided that such fires are accessible by SGFR Department fire fighting personnel and equipment;

(collectively, the "**Service**") to the same standard as if the Reserve Area was part of the fire protection local service area, and subject always to:

- b. the Regional District's policies governing the provision of services by the SGFR Department, including but not limited to fiscal and budgetary restrictions and the availability of personnel and equipment; and
- c. the priority attached by the SGFR Department Fire Chief or Incident Commander to fires or other emergencies within the fire protection local service area and the Reserve Area, the availability of SGFR Department personnel and resources given the occurrence of other fires or emergencies and decisions by the SGFR Department Fire Chief or Incident Commander to redeploy equipment and personnel once dispatched to the Reserve Area, in order to respond to fires or emergencies elsewhere.

2. Personnel and Equipment Oversight

The fire fighting personnel and equipment of the SGFR Department shall remain under the sole control and direction of the SGFR Department Fire Chief or Incident Commander at all times while providing the Service on the Reserve Area.

3. Annual Fee

The Lheidli T'enneh shall pay to the Regional District an annual fee for the Service (the "**Fee**"). The annual Fee amount for 2026 will be \$14,000 and will be adjusted each year based on BC CPI rates for the preceding year:

The fee will be calculated and invoiced each year on May 1st. The invoiced Fee shall be payable on or before November 1st each year that this agreement remains in force. If not paid by November 1st, the Service will be suspended until payment is received. The Lheidli T'enneh acknowledges that it will not be entitled to a reduction of the annual Fee as a result of the suspension of the service under this paragraph.

4. The annual payment made to the Regional District under this Agreement shall constitute full consideration to the Regional District for everything furnished and done by it under this Agreement in the year for which the annual payment was made.

5. Excluded Services

It is understood by, and between the parties, that the Service provided under this Agreement does not include:

- a. suppression of forest fires;
- b. fire inspection or prevention services; or
- c. any other service not specifically contained herein.

6. Equipment Use, Maintenance and Other Lheidli T'enneh Obligations

The SGFR Department is hereby authorized to utilize the Lheidli T'enneh's water reservoir and fire hydrants for fire fighting purposes on the Reserve Area and for fire fighting purposes in the Shelley Townsite area.

The Lheidli T'enneh shall keep and maintain all hydrants located on the Reserve Area in good condition at all times, and for greater certainty, shall undertake to repair all hydrants and water supply lines as necessary. Without limiting the foregoing, the Lheidli T'enneh shall regularly test and maintain the fire hydrants within the Reserve Area in accordance with the standards adopted from time to time by the National Fire Protection Association ("NFPA"), or other standards organization that is acceptable to the Regional District and shall maintain records of all tests and maintenance. Such testing will include fire flow and hydrant pressure tests, conducted annually in accordance with NFPA standards, and Lheidli T'enneh shall provide the Regional District (Public Safety Operations) with copies of all fire flow and hydrant pressure test results.

The Lheidli T'enneh shall provide an on-site orientation of the Reserve Area to the SGFR Department and its members at the commencement of the Term of this Agreement, including an overview of the water reservoir, hydrants and water supply lines, and an overview of any significant fire hazards. The Regional District may request that additional on-site orientations be provided for new members of the SGFR Department. The Lheidli T'enneh shall make reasonable efforts to ensure that all areas within the Reserve Area are and remain physically accessible by the SGFR Department fire fighting equipment.

7. Members of SGFR Department

Members of the Lheidli T'enneh may become members of the SGFR Department on the same basis and subject to the same terms and conditions of other fire fighter volunteers and shall be subject to the same training and controls.

8. Limitation of Services

The Lheidli T'enneh acknowledges that the ability of the SGFR Department to provide the Service, and the SGFR Department's response time will in any case depend upon the matters referred to in sections 1(b) and (c) of this Agreement.

9. Competent Service Delivery

Subject to the provisions of section 1 of this agreement the SGFR Department will perform and deliver, and will ensure that its subcontractors, contractors or agents perform and deliver the Service in a competent and professional manner which complies with all requirements of law, including any applicable federal, provincial, or local statute, law, regulation, order, consent, decree, judgment, permit license, code, covenant, deed restriction, common law, treaty, convention, ordinance or determination of an arbitrator or a court or other competent authority

10. Additional Services

If the Lheidli T'enneh wishes the SGFR Department to perform additional work not within the scope of the Service, the Lheidli T'enneh may advise the Regional District in writing, in which event the Regional District must agree that the additional work may be provided, and the parties must agree on the price, and terms and conditions for such additional work prior to its commencement (the "**Additional Services**").

11. Records

Upon request the Regional District will provide a report and copies of records respecting or detailing the services provided in each year of the agreement, subject to the Regional District's obligations under the Freedom of Information and Protection of Privacy Act.

12. Indemnity of Lheidli T'enneh

The Lheidli T'enneh shall indemnify and save harmless the Regional District, its officials, officers, employees, volunteers, servants and agents, from and against any and all liabilities, damages, losses, costs, expenses (including legal costs), actions, causes of action, claims, suits and judgments arising from or in connection with:

- a. any breach by the Lheidli T'enneh of any obligation contained in this Agreement;
- b. any wrongful act or negligence of the Lheidli T'enneh, its employees, volunteers, agents and independent contractors in relation to the Service;
- c. without limitation to subsection (a), the failure of the Lheidli T'enneh to keep and maintain hydrants on the Reserve Area in good condition, or to repair such hydrants and water supply lines as necessary from time to time;
- d. the SGFR Department's inability to provide the Service, or a delay in response in providing the Service, for reasons beyond the Regional District's or SGFR Department's control, or for any of the reasons referred to in sections 1(b) and (c) of this Agreement; and
- e. any loss of or damage to property, or any loss or injury to any person, including death resulting at any time therefrom, arising out of any of the matters referred to in subsections (a), (b), (c) or (d);

excluding the extent to which any loss or damage is the result of the negligence of the Regional District or its officials, officers, employees, volunteers, servants or agents, including but not limited to the SGFR Department.

13. Indemnity of Regional District

The Regional District will indemnify and save harmless the Lheidli T'enneh from and against and any and all claims, demands, losses, costs, damages, actions, suits, fines or assessments by whoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by or attributed to the breach of any provision of this Agreement to be performed by the Regional District and/or the SGFR Department, their officials, servants, employees, agents and contractors, including but not limited to any wrongful act or negligence of the Regional District and/or the SGFR Department, their employees, volunteers, agents, and contractors in relation to the Service.

14. Insurance

The Regional District will at its sole cost and expense, maintain comprehensive general liability insurance with the Municipal Insurance Association of British Columbia against claims for personal injury, death or property damage occurring on, off, in or about the Reserve Area, arising out of or resulting from negligence of the Regional District and its officials, servants, employees, members, contractors, assigns, and agents, including but not limited to the SGFR Department, in the provision of fire protection services to be provided pursuant to this Agreement, such insurance to afford protection to the minimum limit of five million dollars (\$5,000,000).

15. Annual Meeting

- a. The Parties shall each appoint a senior officer or employee to act as that Party's representative and principal contact under this Agreement. Each Party shall provide the other with timely notice of the appointment of that Party's principal contact.
- b. The representatives of the Parties shall meet together once annually to discuss this Agreement, the Service, the Fee, and any additional services that have been requested and provided.

16. Dispute Resolution

- a. If there is a dispute in respect of this Agreement between the Regional District and Lheidli T'enneh the dispute will be resolved as set forth in this section 17.
- b. The Parties will make all reasonable efforts to resolve any dispute that may arise under this Agreement by amicable discussions and negotiations before resorting to the dispute resolution processes referred to in sections 17 (c) to (i), and shall provide timely disclosure of all relevant facts, information and documents to facilitate those discussions and negotiations.
- c. If the Parties disagree as to the interpretation of this Agreement, or as to their respective rights or obligations under this Agreement, and if they are unable to resolve the disagreement within a reasonable time by the informal discussions and negotiations contemplated under section 17(b) they will resolve the dispute by following the steps outlined in sections 17(d) to (i).
- d. A Party that wishes a dispute to be resolved will give a written notice (the "Dispute Notice") to the other Party whereupon each Party will promptly designate a senior officer or senior representative and such designated officers and representatives will attempt in good faith to resolve the dispute by negotiation. All reasonable requests for relevant information relating to the dispute made by a Party will be honoured.
- e. If the senior officers and senior representatives of the Parties are unable to resolve the dispute by negotiation under section 17(d), the representatives of the Parties shall each refer the dispute to (in the case Regional District's representative) the Regional Board and to

- (in the case of the Lheidli T'enneh) the elected Council of the Lheidli T'enneh, for further direction as to the potential resolution of the dispute by negotiation.
- f. If the Parties are unable to resolve the dispute through negotiation within ninety (90) days of the date that the Dispute Notice was delivered as provided in section 17(d), either Party may give notice to the other Party requesting mediation of the dispute. Following such notice being given, the Parties will jointly appoint a qualified and impartial individual with experience in local government and First Nations relations and service agreements (the "Mediator") to serve as a mediator in connection with the dispute. In the event the Parties are unable to agree on the appointment of a Mediator, the Mediator will be appointed by the British Columbia International Commercial Arbitration Centre. The costs of mediation shall be borne equally by the Parties.
 - g. For certainty, the final report or recommendations of the Mediator shall not be binding on either Party.
 - h. If either or both Parties reject the final report or recommendations of the Mediator, then before resorting to binding dispute resolution by arbitration or litigation, the Chair of the Board and the Chief of the Lheidli T'enneh shall meet together to discuss the dispute and, if they both consider this advisable, may refer the dispute to the Board and the elected Council of the Lheidli T'enneh for further discussion as to the potential resolution of the dispute.
 - i. If the Parties do not resolve the dispute through the process outlined in sections 17 (c) to (h), they may mutually agree to refer the dispute to binding arbitration by a single arbitrator pursuant to the *Arbitration Act (British Columbia)* under the Shorter Rules of Procedure of the British Columbia International Commercial Arbitration Centre. If both Parties do not agree to arbitration, either party may initiate court proceedings to settle the dispute.

17. Termination

This Agreement may be terminated by either party by giving not less than sixty (60) days notice, in writing, to the other party. If this Agreement is terminated for any reason, a prorated portion of any advance payments made by the Lheidli T'enneh will be refunded.

18. Notices

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested) to the party to which it is to be given as follows:

If to the Regional District:

Melanie Perrin
Senior Manager of Public Safety Services
155 George Street, Prince George, BC V2L 1P8
Fax: (250) 562-8676; E-mail: mperrin@rdffg.bc.ca

If to the Lheidli T'enneh:

Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

or at such other address as the party to whom the notice is sent may specify by notice given in accordance with the provisions of this article. Any such notice, request, demand or other communication given as aforesaid will be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or

e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a “**business day**”), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00 p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications shall be delivered by hand or facsimile transmission or e-mail.

19. Renewal

This Agreement may be renewed by mutual agreement of the parties, with such changes or modifications as the parties may consider desirable or necessary, including the establishment of the annual Fee for the Service during the course of any renewal term. If the Parties wish to renew the Agreement, they will provide each other with any proposed changes to the Agreement, including proposals for changes to the annual Fee for the Service, at least eight months before the end of the Term (as defined in section 22). If the Agreement has not been renewed by the end of the Term and if the Parties are then engaged in negotiations for the renewal or replacement of this Agreement, the Agreement may be extended on a month to month basis, in which case the annual Fee shall be converted to a monthly fee, due and payable at the beginning of each month during which the Agreement is extended.

20. Entire Agreement

This Agreement replaces any previous agreements or understandings between the parties, whether given verbally, or in writing, concerning the Service.

21. Term

This Agreement shall be in effect from the date of execution to December 31, 2030.

22. Independent Contractor

The Regional District is at all times an independent contractor with control over the manner and means of the Regional District's performance, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between the parties. The Regional District is not an employee, servant or agent of the Lheidli T'enneh.

23. Counterparts

This Agreement may be executed by the parties in counterparts and may be executed and delivered by e-mail or fax and all such counterparts and e-mails and faxes together constitute one and the same agreement.

24. Assignment

This Agreement will only be assignable with the prior written consent of both parties to the terms of such assignment.

25. Enurement

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

26. Confidential Information

Each of the Lheidli T'enneh and the Regional District agrees that they will not, either during the term of this Agreement or at any other time, disclose to any person, firm or corporation any information concerning the business or affairs of the other party which they may have acquired during the course of this Agreement, whether for their own benefit or to the detriment or intended or probable detriment of the other party subject to the order of any court or tribunal of competent jurisdiction ordering the disclosure of such information.

27. Schedules and Recitals

All Schedules and recitals to this Agreement are incorporated into and form an integral part of this Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement.

SIGNED ON BEHALF OF THE
LHEIDLI T'ENNEH

Chief

) _____
) Date

Councillor

) _____
) Date

Councillor

) _____
) Date

SIGNED ON BEHALF OF THE
REGIONAL DISTRICT OF FRASER-FORT GEORGE

Administrator

) _____
) Date

General Manager of
Legislative and Corporate Services

) _____
) Date

SCHEDULE "A"
FIRE PROTECTION AREA MAP

