

This Agreement made the 8th day of February, 2021.

AMONG:

**Peace River Regional District
1981 Alaska Avenue
PO Box 810
Dawson Creek, BC V1G 4H8
(The "PRRD")**

OF THE FIRST PART

AND:

**City of Dawson Creek
10105 – 12A Street
Dawson Creek, BC V1G 3V7
(The "City")**

OF THE SECOND PART

AND:

**Village of Pouce Coupe
5012 19th Street
P.O. Box 190
Pouce Coupe, BC V0C 2C0
(The "Village")**

OF THE THIRD PART

AND:

**District of Tumbler Ridge
325 Iles Way
P.O Box 100
Tumbler Ridge, BC V0C 2W0
(The "District")**

OF THE FOURTH PART

AND:

**Tomslake & District Volunteer
Fire Department Society
A Society incorporated in
British Columbia
As S-181219
15407 Tomslake Drive
PO Box 49
Tomslake, BC V0C 2L0
(The "Society")**

OF THE FIFTH PART

PREAMBLE

Regardless of the size of the jurisdiction there may be times when that jurisdiction may require additional resources at a large fire or other emergency. This type of incident can quickly exhaust the resources of any single jurisdiction. Incidents such as large structures or wildland may require additional staffing, equipment and supplies. Other types of incidents may require specialized equipment or a combination of resources.

WHEREAS, the increasing complexity of emergency response services make it virtually impossible for any one single jurisdiction to be able to provide adequate resources for every potential situation;

WHEREAS, emergency response frequently requires a rapid deployment of resources additional or specialized resources from a number of potential responding fire departments. This agreement is intended to minimize delay in securing additional resources;

WHEREAS, the Tomslake & District Volunteer Fire Department Society has established, maintains and operates a fire protection service in the rural area around the communities of Tomslake, Tupper and Gundy, BC, through the Tomslake Fire Protection Service Area Establishment Bylaw No. 362, 1993 and amendment Bylaws No's 1401, 2002 and 1535, 2004 defined as the Tomslake Protection Service Area and shown on Schedule 'A';

WHEREAS, the City of Dawson Creek has established, maintains, and operates a fire protection service within their boundaries and within a rural fire protection area, through agreement with the Peace River Regional District and as established by Bylaw No 710, 1990 as shown on Schedule 'B';

WHEREAS, the Village of Pouce Coupe has established, maintains, and operates a fire protection service within their boundaries and within a rural fire protection area, through agreement with the Peace River Regional District and as established by Bylaw No 710, 1990 as shown on Schedule 'B';

WHEREAS, the District of Tumbler Ridge has established, maintains, and operates a fire protection service within their boundaries as shown on Schedule 'C';

WHEREAS, the parties desire to enter into an agreement whereby emergency resources can be deployed to assist the other party during a fire or emergency;

AND WHEREAS, each of the parties are authorized to enter into this Agreement and have empowered their signatories to execute this Agreement which for certainty, includes Schedules 'A', 'B', and 'C'.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements contained herein and subject to the terms and conditions herein, the parties agree as follows:

1. DEFINITIONS

In this Agreement:

“Agreement” means this Agreement, cited as the ‘City of Dawson Creek and Peace River Regional District, on behalf of the Tomslake & District Volunteer Fire Department Fire Protection Service Area and the Village of Pouce Coupe Lake Fire Protection Service Area, and the District of Tumbler Ridge Mutual Aid Agreement.’ Hereinafter referred to as ‘City of Dawson Creek/PRRD (Tomslake & District Volunteer Fire Department), Pouce Coupe and Tumbler Ridge Mutual Aid Agreement.’

“Tomslake Fire Protection Area” means the area identified as the Tomslake Fire Protection Area in Schedule ‘A’ attached to and forming part of this Agreement, and any other area mutually identified for inclusion in this Agreement and agreed to in writing through a duly authorized amendment to this Agreement as per Clause 7(ii);

“City of Dawson Creek Fire Protection Area” means the area identified as the City of Dawson Creek Fire Protection Area as shown crosshatched in green on Schedule ‘B’, AND the Village of Pouce Coupe Fire Protection Area as shown crosshatched in red on Schedule ‘B’ which is attached to and forms part of this Agreement, and any other area mutually identified for inclusion in this Agreement and agreed to in writing through a duly authorized amendment to this Agreement as per Clause 7(ii);

“Village of Pouce Coupe Fire Protection Area” means the area identified as the Village of Pouce Coupe Fire Protection Area as shown crosshatched in green on Schedule ‘B’, AND the Village of Pouce Coupe Fire Protection Area as shown crosshatched in red on Schedule ‘B’ which is attached to and forms part of this Agreement, and any other area mutually identified for inclusion in this Agreement and agreed to in writing through a duly authorized amendment to this Agreement as per Clause 7(ii);

“District of Tumbler Ridge Fire Protection Area” means the area identified as the District of Tumbler Ridge Fire Protection Area in Schedule ‘C’ attached to and forming part of this Agreement, and any other area mutually identified for inclusion in this Agreement and agreed to in writing through a duly authorized amendment to this Agreement as per **Clause 7(ii)**;

“Fire Chief” means for each Party, the senior employee or appointed person responsible for the fire services of the Party and includes the deputy or designate of the Fire Chief or the Officer-in-Command;

“Consumable goods or Items” means goods or products that are intended to be consumed or used recurrently. Examples of such items at a fire incident would be Class A or B Foam, bottled water, depending on the magnitude of the incident. These are items that get used up.

“Emergency Resources” means all persons and equipment held by, in the service of or directly available to the fire services of the Party;

“Incident Command System” means the Incident Command System (ICS) is the organizational structure employed by government agencies in British Columbia, in order to manage major emergencies.

“Mutual Aid” means assistance by providing, upon request, Emergency Resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;

“Party” or collectively the, **“Parties”** means Tomslake & District Volunteer Fire Department, City of Dawson Creek, Village of Pouce Coupe or the District of Tumbler Ridge or as the case may be;

“Primary Mutual Aid” is defined as one (1) Engine, one (1) Tender, and/or one (1) Wildland unit plus available personnel. Additional personnel or apparatus can be requested but may result in compensation as per the *British Columbia Inter-Agency Working Group Reimbursement Rates* for the current year. Example – aerial apparatus.

“Providing Party” means a Party responding to a request for Mutual Aid under this Agreement;

“Requesting Party” means a Party requesting Mutual Aid under this Agreement.

“Unified Command”, is an aspect of the Incident Command System that provides an authority structure in which the role of incident commander is shared by two or more individuals, each already having authority in a different responding agency.

2. REQUESTS FOR MUTUAL AID

i. Where a Fire Chief or designate of a Requesting Party determines that the resources of their local government are insufficient to provide Emergency Resources, whether a fire or emergency is occurring or is imminent, they may request the Mutual Aid of another Party for the purposes of maintaining that service and in submitting such request, the said Fire Chief shall specify the type of apparatus and the number of fire fighters required. i.e. “one structural engine with four firefighters.”

ii. A Fire Chief who receives a request for Emergency Resources from the Requesting Party shall determine at their sole discretion the extent of the Emergency Resources available and thereupon shall dispatch such emergency resources to control the fire or emergency. But, nothing in this Agreement shall require a Fire Chief of a Providing Party from whom Mutual Aid has been requested under this Agreement to dispatch Emergency Resources or other resources to assist a Requesting Party that the Fire Chief has determined are unavailable or are required to provide service within their local government.

iii. The Fire Chief of a Providing Party may, in their sole discretion, recall at any time for whatever reason any resource provided by their local government to the Requesting Party under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.

iv. Upon being notified, whether verbally or in writing, that the Fire Chief of a Providing Party has recalled supplies, equipment, personnel, information, or other resources under section 2(iii) of this Agreement, the Fire Chief of the Requesting Party shall immediately release and return to the Providing Party all supplies, equipment, personnel, information, or other resources provided by the Providing Party that was recalled by the Fire Chief of the Providing Party.

v. All supplies, equipment, personnel, information or other resources provided by a Providing Party to a Requesting Party under this Agreement shall, for the duration of the time that the Mutual Aid is being provided under this Agreement, be under the direction and control of the Fire Chief of the Providing Party who shall adhere to recognized principles of accountability for responder personnel safety, and fire or emergency.

vi. When the Requesting Party's Fire Chief or designate is working at the scene of an incident and a Providing Party Fire Chief or designate from other jurisdictions attend the incident, they shall work under the Incident Command System, in a Unified Command role.

vii. It is further understood and agreed by and between the Parties hereto that the Fire Chief of the Requesting Party will utilize its full complement of personnel prior to calling for assistance, unless it is immediately apparent to the Fire Chief of the Requesting Party that full deployment of the Requesting Parties resources will be an inadequate response.

viii. The Providing Party shall be responsible for all costs incurred in connection with the gathering, movement, and deployment of "Primary Mutual Aid" Emergency Resources to the Requesting Party. Additional crews or apparatus can be requested but, if provided, may result in requests for compensation from the Providing Party to the Requesting Party as per the *British Columbia Inter-Agency Working Group Reimbursement Rates* for the current year, with the exception of residential responses which will be provided without additional billing.

ix. It is further understood and agreed by and between the Parties hereto that Mutual Aid will only be provided within the borders of the Province of British Columbia. It does not imply that assistance will be provided to any area or territory outside the province that any of the signatory fire department may have agreements with.

x. The Fire Chief of a Requesting Party shall, as soon as practicable, release and return to the Providing Party all supplies, equipment, personnel, information, or other resources provided by the Providing Party that is no longer required to assist in the Requesting Party's local government.

xi. The Fire Chief of a Requesting Party shall release and return to the Providing Party all equipment or other resources provided by the Providing Party in the same working condition as when it was accepted by the Requesting Party.

3. COMMUNICATION

i. Each Party must be able to communicate with the other Party by radio. The Requesting Parties radio channel will be utilized as the primary channel.

4. POWERS/AUTHORITY

i. Notwithstanding Clause 2 (v), the Providing Party is granted the same power and authority to operate in the Requesting Parties Fire Protection Area as it enjoys in its own Fire Protection Area.

5. TRAINING AND IDENTIFICATION

The parties are required to:

i. agree on a common system for identifying the different levels of competencies as per the *British Columbia Fire Service Minimum Training Standards* for firefighters operating at an incident and ensure that the use of such system matches the actual competency levels for that firefighter;

- ii. the Parties to this Agreement shall annually advise in writing to each other their “*declared level of service*” to ensure each Party’s departments are aware of any changes in service levels;
- iii. for “***Exterior Only***” fire fighters, a mutually agreed upon helmet tag will be clipped to fire fighter’ helmet which will indicate they are “***Exterior Only***”. This will occur where a department may have a combination of interior and “***Exterior Only***” and trained fire fighters. If the entire department is “***Exterior Only***” this level of service shall be identified through the annual notification process;
- iv. agree to the implementation of a uniform incident command system for mutual aid calls; and
- v. consult with each other annually regarding improving mutual responses (including joint training) and to ensure interoperability of equipment and connections.

6. INSURANCE / INDEMNIFICATION

- i. When Emergency Resources are provided by a Providing Party to a Requesting Party pursuant to this Agreement, the Requesting Party shall indemnify and save harmless the Providing Party, its elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, loss, costs, damages, actions, expenses and other proceedings caused or contributed in any way related to the provision of the Mutual Aid under this Agreement, and by any person, or by any action taken or thing done or any failure to take action or do a thing under this Agreement by the Providing Party in connection with this Agreement.
- ii. Notwithstanding clause 6 (i), where Emergency Resources are provided by a Providing Party to a Requesting Party pursuant to this Agreement, the Requesting Party shall not be responsible or in any way liable with respect to any claims, demands, loss, costs, damages, actions, or other proceedings arising from or through the negligence or misconduct of the Providing Party, its elected officials, volunteers, servants, agents, or employees in connection with or in consequence of this Agreement.
- iii. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable in damages to any other Party to this Agreement for failing to respond to a request for assistance or for failure to render adequate assistance under this Agreement.
- iv. No Party to this Agreement shall bring any claim, action, or demands against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors and, without limiting the generality of the foregoing, in respect of or in any way related to the decision of a Fire Chief concerning the level of, provision of, or failure to provide Mutual Aid, if any, or the withdrawal of Mutual Aid to the be provided under this Agreement.
- v. No Party to this Agreement, nor its elected officials, officers, employees, agents, volunteers or contractors, shall be liable to any other Party to this Agreement in respect of or in any way related to the decision of a Fire Chief concerning the level of, provision of, or failure to provide Mutual Aid, if any, or the withdrawal of Mutual Aid to the be provided under this Agreement.
- vi. Each Party to this Agreement shall procure and maintain in force at its own costs, during the entire term of this Agreement, a comprehensive general liability policy, in an amount not less than \$5,000,000.00, and each such policy shall add all other Parties to this Agreement as an additional named

insured for the purposes of Mutual Aid. Confirmation shall be provided in writing with a copy from the insurance provider.

vii. Each Party shall maintain insurance coverage on its own equipment.

viii. Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.

7. External Coordination

i. The Parties to this Agreement shall set out a process for dealing with North Island 911 to ensure that Mutual Aid properly activated. The dispatch provider should receive notices of any changes to this Agreement and any changes to Fire Protection Areas and shall be included in discussion of Mutual Aid responses which have occurred.

ii. Any changes to the City of Dawson Creek Fire Protection Area, the Tomslake Fire Protection Service Area, the Village of Pouce Coupe Fire Protection Area or the District of Tumbler Ridge Fire Protection Area requires a duly authorized amendment to this Agreement. For certainty, if consent is not given in writing, the agreement is not amended, Primary Mutual Aid will not apply to the additional area(s) and Emergency Resources will not be provided.

8. Reimbursement

i. Consumables in excess of \$500.00 may be billed to the Requesting Party prior to the end of the calendar year. Any invoice will be accompanied by an inventory of consumables used, including the location and date of the incident requiring the use of the consumables.

ii. Responses to commercial/industrial properties that exceed the defined "Primary Mutual Aid" response may be billed out at the *British Columbia Inter-Agency Working Group Report Reimbursement Rates*, for the current year.

iii. The Requesting Party shall pay the account of the Providing Party within thirty (30) days of receiving it.

9. Notice

i. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice of its intentions to do so to the other Parties to this Agreement and thereafter shall be unconditionally released from any further obligation herein save and except any obligation up to the date of termination.

ii. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining parties.

iii. Notices of other communications (other than requests for assistance) under this Agreement shall be sufficiently given if delivered to the following addresses:

Chief Administrative Officer, City of Dawson Creek
10105 12A Street, Dawson Creek, BC V1G 3V7

Chief Administrative Officer, Peace River Regional District
PO Box 810, Dawson Creek, BC V1G 4H8

Chief Administrative Officer, Village of Pouce Coupe
P.O. Box 190, Pouce Coupe, BC V0C 2C0

Chief Administrative Officer, District of Tumbler Ridge
P.O. Box 100, Tumbler Ridge, BC V0C 2W0

President, Tomslake & District Volunteer Fire Department Society
PO Box 49, Tomslake, BC V0C 2L0

iv. The Parties to this Agreement may not assign this Agreement without the prior written consent of the other Parties.

v. The Parties hereto agree that in the case of any dispute arising between the Parties as to their respective rights and obligations under this Agreement, a Party shall be entitled to give the other Party notice of such dispute and to request arbitration thereof; and the Parties may, with respect to the particular matters in dispute, agree to submit the same to arbitration in accordance with the **Arbitration Act, S.B.C 2020 c. 2**, as may be amended from time to time.

vi. This Agreement shall ensure to the benefit and be binding upon the Parties hereto and their respective successors and assigns.

vii. This Agreement may be executed in any number of counterparts and transmitted by electronic means, and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

10. Term

i. This Agreement shall remain in force and effect for a period of five (5) years from the date of execution, subject to termination under section 9 (i.) of this Agreement.

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

IN WITNESS WHEREOF the Parties hereto have affixed the signatures of their respective officers duly authorized for such purpose.

SIGNED on behalf of the Peace River Regional District by:

Chair

Chief Administrative Officer

SIGNED on behalf of the City of Dawson Creek by:

Mayor

Chief Administrative Officer

SIGNED on behalf of the Village of Pouce Coupe:

Mayor

Chief Administrative Officer

SIGNED on behalf of the District of Tumbler Ridge by:

Mayor

Chief Administrative Officer

SIGNED on behalf of the Tomslake & District Volunteer Fire Department Society by:

President

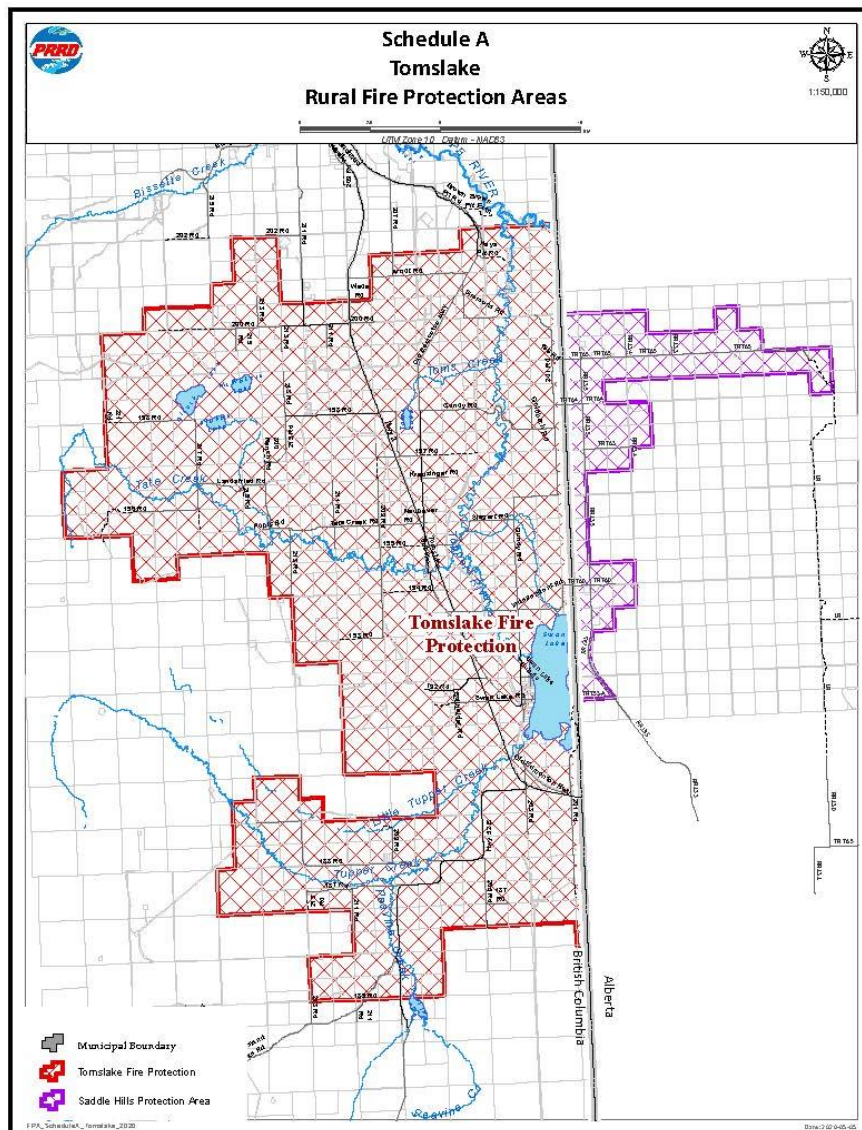
SCHEDULE 'A'

PRRD – Tomslake Fire Protection Area

The following map shows the boundaries of the Tomslake Rural Fire Protection Area. The Tomslake and District Volunteer Fire Department provides Fire Protection Services in the area crosshatched in red identifying the boundaries of the Fire Protection Service Area.

On the right side of the map cross hatched in purple is an area in which is protected by the Tomslake and District Volunteer Fire Department located in the County of Saddle Hills within Alberta. This area is not covered under this Mutual Aid Agreement.

The Providing Party may be requested to provide Primary Mutual Aid or additional Emergency Resources if available to those areas.



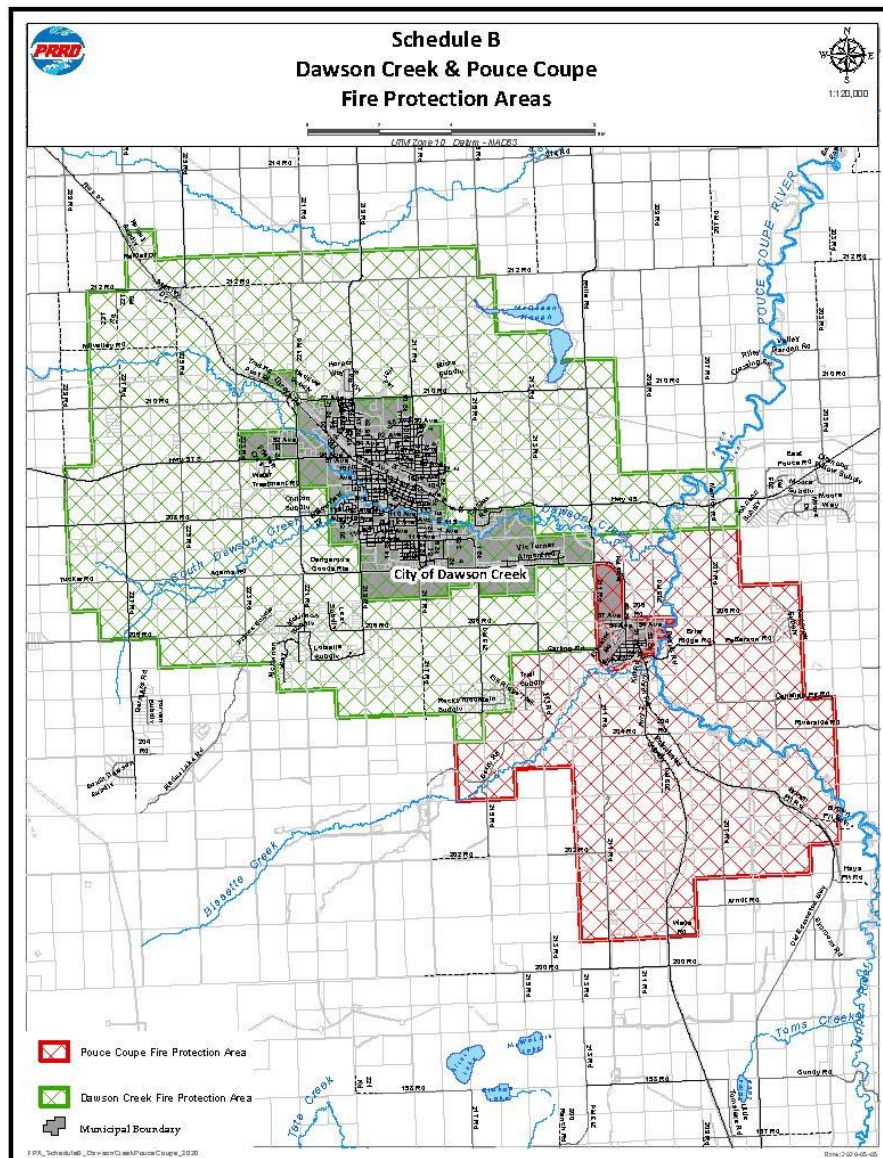
SCHEDULE 'B'

Dawson Creek & Pouce Coupe

The following map shows the boundaries of the City of Dawson Creek Fire Protection Service Area and the Village of Pouce Coupe Fire Protection Service Area which includes the PRRD contract area. The City of Dawson Creek Fire Protection Service Area is outlined and cross hatched in green.

The map also identifies the Village of Pouce Coupe Fire Protection Service. It is outlined on the map with the crosshatched area in red.

The Providing Party may be requested to provide Primary Mutual Aid or additional Emergency Resources if available to those areas.



SCHEDULE 'C'

District of Tumbler Ridge

The following map shows the boundaries of the District of Tumbler Ridge Fire Protection Service Area which includes the PRRD contract area. The District of Tumbler Ridge Fire Protection Service Area is outlined and cross hatched in red.

The Providing Party may be requested to provide Primary Mutual Aid or additional Emergency Resources if available to those areas.

