

This Agreement made the _____ day of _____, 2022.

AMONG:

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

OF THE FIRST PART

AND:

**The District of Taylor
10007 – 100A Street
Box 300
Taylor, BC V0C 2K0
(The "District")**

WHEREAS, the Peace River Regional District has established, maintains and operates a fire protection service in the rural area around the community of Charlie Lake, through the Charlie Lake Fire Protection Service Area Establishment Bylaw No. 1360, 2001, defined as the Charlie Lake Fire Protection Service Area and shown on Schedule 'A';

AND WHEREAS, the District of Taylor has established, maintains, and operates a fire protection service within their boundaries as shown on Schedule 'B';

AND WHEREAS, the Peace River Regional District has established and maintains the Taylor Rural Fire Protection Services Area through the Taylor Rural Fire Protection Local Service Area Establishment Bylaw No. 709, 1990, and contracts with the District of Taylor to operate this Rural Fire Protection Services in this area, as shown on Schedule 'B';

AND 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' and 'B';

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 'District of Taylor and Peace River Regional District, on behalf of the Charlie Lake Fire Protection Service Area, Mutual Aid Agreement, hereinafter referred to as Taylor/PRRD (C. Lake) Mutual Aid Agreement.

“Charlie Lake Fire Protection Area

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

“District of Taylor Fire Protection Area”

means the area identified as District of Taylor Fire Protection Area as shown on Schedule ‘B’, AND the District of Taylor Rural Fire Protection Area as shown on Schedule ‘B’ which is attached to and forms part of this agreement, and any other area mutually identified for inclusion in the agreement and agreed to in writing through a duly authorized amendment to the 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 delegate of the Fire Chief or the Officer-in-Command;

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

“Party” means either the Peace River Regional District or the District of Taylor 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 will result in compensation as per the *British Columbia Inter-Agency Working Group Report Reimbursement Rates* for the current year;

“Providing Party” means a Party receiving a request for assistance under this Agreement;

“Requesting Party” means a Party requesting assistance under this Agreement.

2. REQUESTS FOR MUTUAL AID

- i. When a Fire Chief of a Requesting Party determines that a fire or emergency is occurring or is imminent, they may request Emergency Resources from the Fire Chief of the Providing Party. The Fire Chief of the Requesting Party shall specify whether the request is for Primary Mutual Aid only, or if the request is for additional Emergency Resources that may be available.
- ii. A Fire Chief who receives a request for Emergency Resources from the Requesting Party shall determine in 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

Taylor/PRRD (Charlie Lake) Mutual Aid Agreement

require a Fire Chief to dispatch emergency resources that s/he considers are not available or that s/he considers are required for service in the Fire Protection Area of the Providing Party.

- iii. No Requesting Party shall bring any action, claim, or demand in relation to a decision of the Fire Chief of a Providing Party concerning the provision of, or failure to provide emergency resources.
- iv. The Fire Chief that is fighting a fire or responding to an emergency within their own Fire Protection Area shall be responsible for the overall direction and control of the fire or emergency.
- v. It is understood and agreed by and between the Parties hereto that the Providing Party's personnel and equipment will remain under the control of the Providing Party's Fire Chief.
- vi. The Fire Chief of the Providing Party may withdraw assistance if an emergency situation arises within their own Fire Protection Area.
- vii. It is further understood and agreed by and between the Parties hereto that the Fire Chief of the Fire Protection Area in which the fire or emergency occurs 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 Party's 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.

3. COMMUNICATION

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

4. POWERS/AUTHORITY

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

5. TRAINING AND IDENTIFICATION

Taylor/PRRD (Charlie Lake) Mutual Aid Agreement

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. agree to the implementation of a uniform incident command system for mutual aid calls;
- iii. 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 the Providing Party from and against all claims, demands, loss, costs, damages, actions, and other proceedings caused or contributed by any person, or by any action taken or thing done 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 servants, agents, or employees in connection with or in consequence of this Agreement.
- iii. No Party to this Agreement shall be liable in damages to the other Party for failing to respond to a request for assistance or for failure to render adequate assistance under this Agreement.
- iv. Each party agrees to 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 party shall be added as an additional insured to each other's respective liability insurance policy for the purposes of Mutual Aid. Confirmation shall be provided in writing with a copy from the insurance provider.

7. External Coordination

- i. The parties shall set out a process for dealing with their dispatch provider to ensure that Mutual Aid resources are properly activated. The dispatch provider should receive notices of any changes to the agreement and any

Taylor/PRRD (Charlie Lake) Mutual Aid Agreement

changes to Fire Protection Areas and shall be included in discussion of Mutual Aid responses which have occurred.

- ii. Any changes to the Charlie Lake Fire Protection Service Area or the District of Taylor 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 \$1,500.00 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.

9. Notice

- i. Either Party may terminate its rights and obligations under this Agreement by giving to the other Party ninety (90) days written notice of its intentions to do so, following which the Agreement shall be null and void.
- ii. 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, District of Taylor
PO Box 300, Taylor, BC VOC 2KO

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

- iii. This Agreement shall not be assignable by either Party to this Agreement without the prior written consent of the respective other Party, and any attempt to assign the rights, duties and obligations hereunder without such consent shall be of no effect.
- iv. 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

Taylor/PRRD (Charlie Lake) Mutual Aid Agreement

particular matters in dispute, agree to submit the same to arbitration in accordance with the Arbitration Act SBC 2020, c.2, as may be amended from time to time.

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

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 automatically renew at the completion of each five-year term for an additional five-year term unless either party gives 90 days' notice prior to the expiry of the term of their intent to withdraw from or replace 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

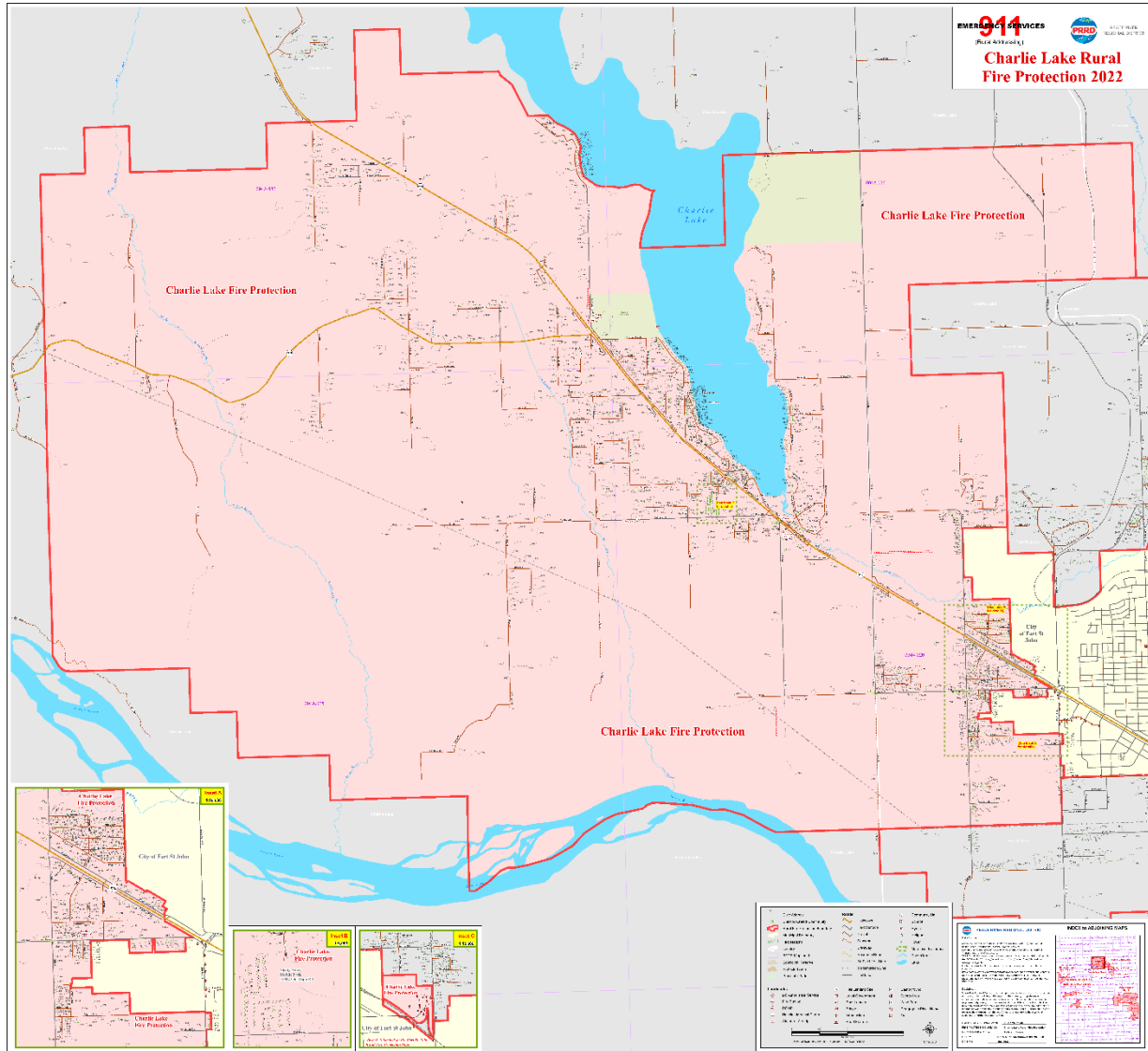
SIGNED on behalf of the District of Taylor by:

Mayor

Chief Administrative Officer

SCHEDULE 'A'
Taylor/PRRD (Charlie Lake) Mutual Aid Agreement
Charlie Lake Fire Protection Area Boundary

The following map shows the boundaries of the Charlie Lake Fire Protection Service Area outlined in red and is the area in respect of which the PRRD Charlie Lake Fire Department provides Fire Protection Services and the area to which the Providing Party may be requested to provide Primary Mutual Aid or additional Emergency Resources if available.



Taylor/PRRD (Charlie Lake) Mutual Aid Agreement
District of Taylor Fire Protection Area Boundary

The following map shows the boundaries of the District of Taylor Fire Protection Service Area in which they provide Fire Protection Services is shaded yellow (in the centre of the map) and the boundaries of the Taylor Rural Fire Protection Service Area in which the PRRD provides Fire Protection Services, through contract with the District of Taylor, shaded in red. Both areas are covered by this Mutual Aid Agreement, and are defined in Section 1 – ‘Definitions’ together as the “Taylor Fire Protection Area”. The area(s) are those areas where a Providing Party may be requested to provide Primary Mutual Aid or additional Emergency Resources if available to a Requesting Party.

