

This Agreement made the _____ day of _____, 2020.

BETWEEN:

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 CHETWYND

5400 Hospital Road
PO Box 357
Chetwynd, BC V0C 1J0
(“Chetwynd”)

OF THE SECOND PART

AND:

THE DISTRICT OF HUDSON'S HOPE

9904 Dudley Drive
Box 330
Hudson's Hope BC V0C 1V0
(“Hudson's Hope”)

OF THE THIRD PART

AND:

THE MOBERLY LAKE FIRE DEPARTMENT SOCIETY

President, Moberly Lake Fire Department Society
Box 58,
Moberly Lake, BC V0C 1X0
(“Moberly Lake”)

OF THE FOURTH PART

WHEREAS the PRRD established through the *Moberly Lake Fire Protection Service Area Establishment Bylaw No.1074, 1996 and 1076, 1996* a local service area for rural fire protection

services known as the Moberly Lake Fire Protection Service Area and shown shaded pink and outlined in red on Schedule 'A';

AND WHEREAS Chetwynd has established, maintains, and operates a fire protection service within its boundary as shown shaded in grey on Schedule 'B',

AND WHEREAS Hudson's Hope has established, maintains, and operates a fire protection service within a portion of its boundary as shown shaded pink and outlined in red on Schedule 'C',

AND WHEREAS the PRRD has established and maintains the Chetwynd Rural Fire Protection Services Area through the *Chetwynd Rural Fire Protection Local Service Area Establishment Bylaw No.1129, 1998* and contracts with Chetwynd to operate this Rural Fire Protection Service in this area, as shown shaded pink and outlined in red on Schedule 'B';

AND WHEREAS the PRRD, Chetwynd and Hudson's Hope (collectively, 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 is authorized to enter into this Agreement and has 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 'West Peace Fire Service Mutual Aid Agreement', hereinafter referred to as the 'Agreement';

"District of Chetwynd Fire Protection Area" means both the area identified as District of Chetwynd Fire Protection Area shown shaded in grey on Schedule 'B', and Chetwynd Rural Fire Protection Area shown shaded pink and outlined 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 Hudson's Hope Fire Protection Area" means the area identified as District of Hudson's Hope Fire Protection Area as shown shaded pink and outlined in red on Schedule 'C', 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);

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

“Fire Chief” means for each Party, the senior employee or appointed person responsible for the fire service of the Party and includes the deputy or delegate of the Fire Chief;

“Fire Protection Area” means the service area within which a Party provides fire or emergency services;

“Moberly Lake Fire Protection Service Area” means the area identified as the Moberly Lake Fire Protection Area shown shaded pink and outlined in red on Schedule ‘A’ 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);

“Mutual Aid” means any assistance provided by a Party to any other Party under this Agreement;

“Primary Mutual Aid” is defined as one (1) Engine or one (1) Tender, and one (1) Wildland unit plus available personnel;

“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 require a Fire Chief to dispatch Emergency Resources that they consider are not

available or that they consider 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. For the control of a fire or emergency that triggers a request for Emergency Resources, the Fire Chief of the Requesting Party 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. Notwithstanding Clause 2(iv), it is understood and agreed by and between the Parties hereto that the Providing Party's Emergency Resources 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 the Fire Protection Area of the Providing Party.
- vii. It is further understood and agreed by and between the Parties hereto that the Fire Chief of the Requesting Party will utilize the full complement of the Requesting Party's Emergency Resources 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 Emergency Resources will be an inadequate response.

3. COMMUNICATION

During responses for which Emergency Resources of both the Requesting Party and Providing Party are deployed, the Requesting Party's radio channel will be utilized as the primary channel.

4. POWERS/AUTHORITY

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

The Parties are required to make best efforts 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 such firefighters;
- ii. identify their “declared level of service”; all suppression activities shall function at the lowest level of declared service of the attending fire departments;
- iii. agree to the implementation of a uniform incident command system for mutual aid calls; and
- iv. consult with each other annually regarding improving mutual responses (including joint training) and to ensure interoperability of equipment and connections.

6. INDEMNIFICATION, WAIVER AND INSURANCE

- 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 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. For certainty, 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. Each Party shall set out a process for dealing with its dispatch provider to ensure that Mutual Aid resources are properly activated for providing mutual assistance under this Agreement. Each Party agrees to notify its dispatch provider of any changes to the Agreement and any changes to Fire Protection Areas.
- ii. Any changes to the Moberly Lake Fire Protection Service Area, District of Chetwynd Fire Protection Area, or District of Hudson's Hope Fire Protection Area requires a duly authorized amendment to this Agreement. For certainty, if consent is not given in writing, this Agreement is not amended, Primary Mutual Aid may not apply to the additional area(s) and Emergency Resources may not be provided.

8 REIMBURSEMENT

- i. The Providing Party shall be responsible for all costs incurred in connection with the gathering, movement, and deployment of Primary Mutual Aid to the Requesting Party.
- ii. If Emergency Resources in excess of Primary Mutual Aid are requested by a Requesting Party and provided by a Providing Party, the Providing Party will be entitled to request compensation from the Requesting Party for such excess Emergency Resources as per the *British Columbia Inter-Agency Working Group Reimbursement Rates* for the current year.
- iii. Notwithstanding Clause 8 (ii), costs incurred in rendering Mutual Aid to residential properties in excess of Primary Mutual Aid shall be the responsibility of the Providing Party. For certainty, costs incurred in providing Emergency Resources in excess of Primary Mutual Aid for fires or emergencies related to properties used for commercial or industrial purposes are subject to Clause 8 (ii).
- iv. Expenses for consumables in excess of \$1,500.00 borne by a Providing Party while providing Mutual Aid 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.

- v. 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

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

To Chetwynd:

Chief Administrative Officer, District of Chetwynd
PO Box 357, Chetwynd, BC VOC 1J0

To PRRD:

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

To Hudson’s Hope:

Chief Administrative Officer, District of Hudson’s Hope
Box 330, Hudson’s Hope, BC VOC 1V0

To Moberly Lake Volunteer Fire Society:

President, Moberly Lake Fire Department Society
Box 58, Moberly Lake, BC VOC 1X0

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 Clause 10 (ii) below.
- ii. Any Party may terminate its rights and obligations under this Agreement by giving to the other Parties ninety (90) days written notice of its intentions to do so, following which this Agreement shall be null and void to extent of the rights and obligations of the terminating Party.

11. DISPUTE RESOLUTION

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 may request arbitration thereof; and, subject to the agreement of the Parties to the dispute, the Parties may, with respect to the particular matters in dispute, agree to submit the same to arbitration in accordance with the *Arbitration Act* RSBC 1996, c.55, as may be amended or reenacted from time to time.

11. GENERAL PROVISIONS

- i. This Agreement shall not be assignable by any Party without the prior written consent of the other Parties, and any attempt to assign the rights, duties and obligations hereunder without such consent shall be of no effect.
- ii. This Agreement shall be construed according to the laws of the Province of British Columbia.
- iii. This Agreement shall enure to the benefit and be binding upon the Parties hereto and their respective successors and assigns.

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 Chetwynd** by:

Mayor

Chief Administrative Officer

SIGNED on behalf of the **District of Hudson’s Hope** by:

Mayor

Chief Administrative Officer

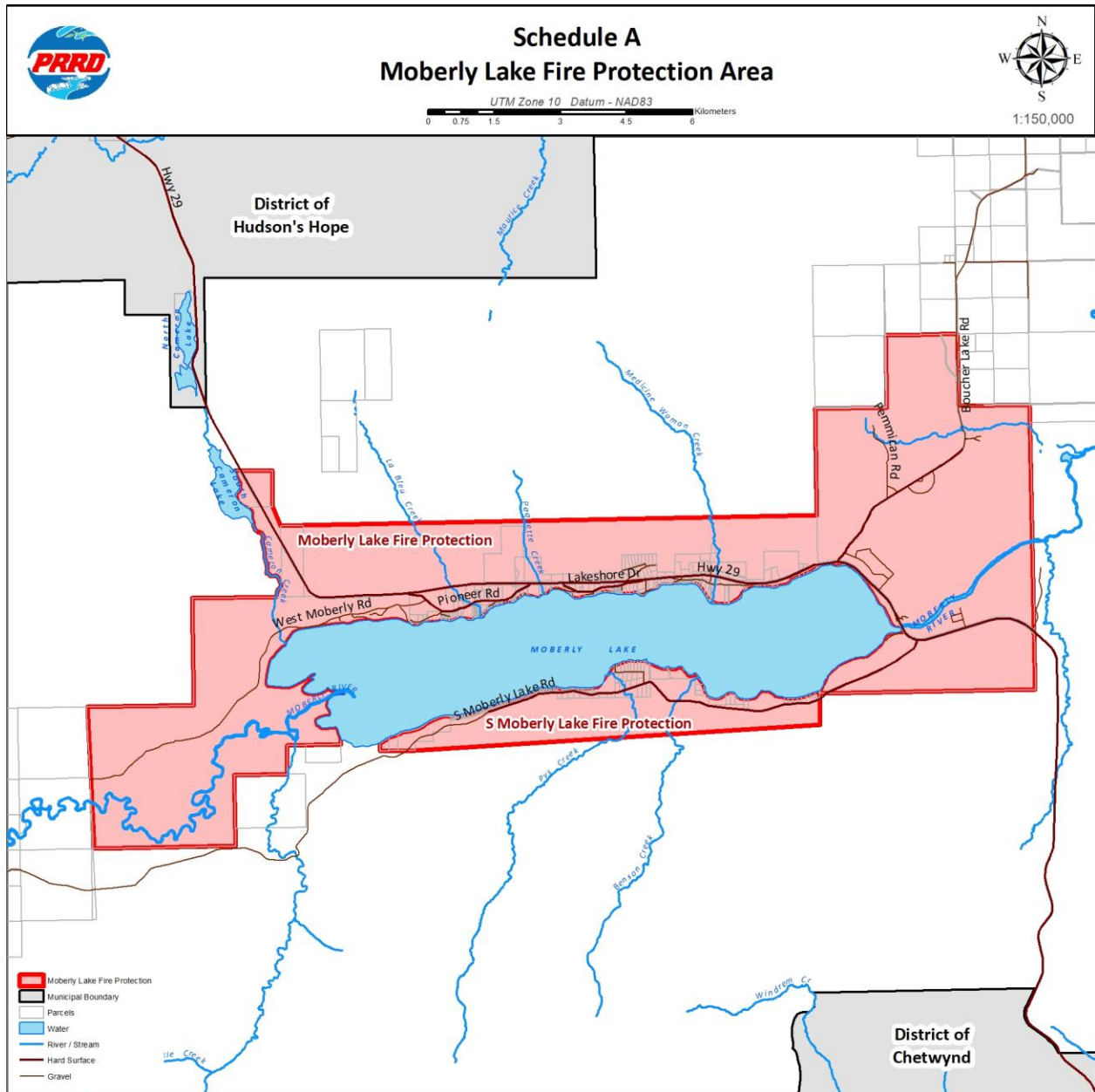
SIGNED on behalf of the **Moberly Lake Volunteer Fire Society** by:

President

Vice-President

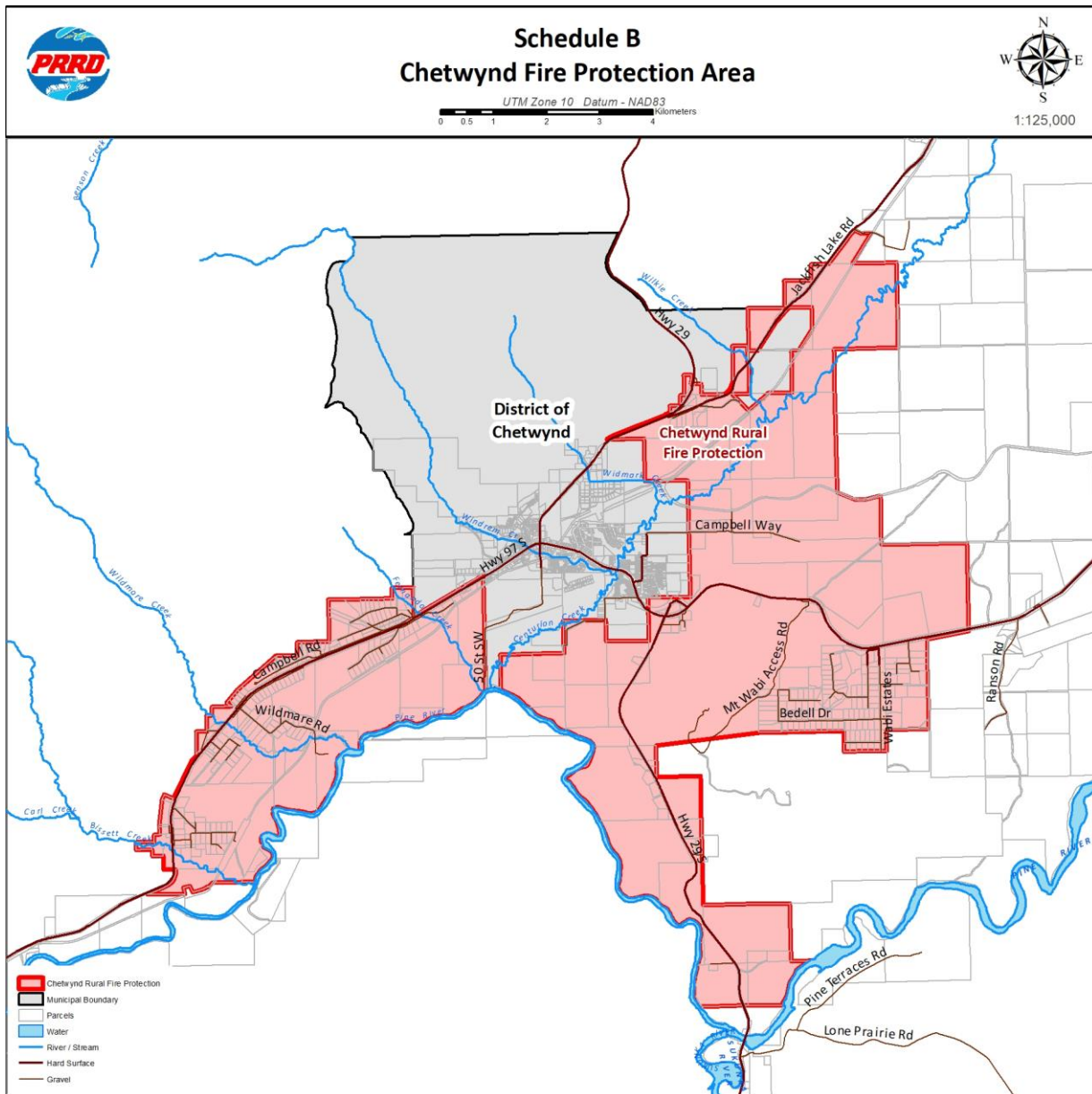
SCHEDULE 'A'
Chetwynd/PRRD (M. Lake)/Hudson's Hope Mutual Aid Agreement
Moberly Lake Fire Protection Area Boundary

The following map shows the boundaries of the Moberly Lake Fire Protection Service Area shaded pink and outlined in red and is the area in respect of which the Moberly 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.



SCHEDULE 'B'
Chetwynd/PRRD (M. Lake)/Hudson's Hope Mutual Aid Agreement
District of Chetwynd Fire Protection Area Boundary

The following map shows the boundaries of the District of Chetwynd Fire Protection Service Area in which they provide Fire Protection Services shaded in gray and the boundaries of the Chetwynd Rural Fire Protection Service Area in which the PRRD provides Fire Protection Services, through contract with the District of Chetwynd, shaded pink and outlined in red. Both areas are covered by this Mutual Aid Agreement, and are defined in Section 1 – 'Definitions' together as the "District of Chetwynd 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.



SCHEDULE 'C'
Chetwynd/PRRD (M. Lake)/Hudson's Hope Mutual Aid Agreement
District of Hudson's Hope Fire Protection Area Boundary

The following map shows the boundaries of the District of Hudson's Hope Fire Protection Service Area outlined in red and is the area in respect of which Hudson's Hope Fire Rescue 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.

