

FIRE PROTECTION MUTUAL AID AGREEMENT

THIS AGREEMENT is dated for reference the 1st day of May 2021.

BETWEEN:

The Regional District of Okanagan-Similkameen, a regional district incorporated pursuant to the *Local Government Act* and having its business office at 101 Martin Street, Penticton, British Columbia, V2A 5J9 (the “RDOS”)

OF THE FIRST PART

AND:

The Town of Oliver, a municipality incorporated pursuant to the *Community Charter* and having its business office at PO Box 638, 6150 Main Street, Oliver, British Columbia, V0H 1T0 (“Oliver”)

AND:

The Town of Osoyoos, a municipality incorporated pursuant to the *Community Charter* and having its business office at PO Box 3010, 8707 Main Street, Osoyoos, British Columbia, V0H 1V0 (“Osoyoos”)

AND:

The City of Penticton, a municipality incorporated pursuant to the *Community Charter* and having its business office at 171 Main Street, Penticton, British Columbia, V2A 5A9 (“Penticton”)

AND:

The Town of Princeton, a municipality incorporated pursuant to the *Community Charter* and having its business office at PO Box 670, 151 Vermillion Avenue, Princeton, British Columbia, V0X 1W0 (“Princeton”)

AND

The District of Summerland, a municipality incorporated pursuant to the *Community Charter* and having its business office at PO Box 159, 13211 Henry Avenue Summerland, British Columbia, V0H 1Z2 (“Summerland”)

AND

The Hedley Improvement District, an improvement district incorporated pursuant to the *Local Government Act* and having its business office at PO Box 186, 825 Scott Avenue, Hedley, British Columbia, V0X 1K0 (the “HID”)

AND

The Oliver Fire Protection District, a fire protection district incorporated pursuant to the *Local Government Act* and having its business office at PO Box 97, Oliver, British Columbia, V0H 1T0 (the “OFPD”)

AND

The Osoyoos Rural Fire Protection District, a fire protection district incorporated pursuant to the *Local Government Act* and having its business office at PO Box 274, Osoyoos, British Columbia, V0H 1V0 (the “ORFPD”)

AND

The Erris Volunteer Fire Association, an incorporated society established under the *Societies Act of BC* and having its business office at 2254 Princeton-Summerland Road, Princeton, British Columbia, V0X 1W0 (“Erris”)

AND

The Penticton Indian Band, being a band pursuant to the Indian Act, represented by its chief and council, and having a Physical and postal address of 841 Westhills Drive, Penticton, British Columbia, V2A 0E8 (“PIB”)

(hereinafter referred to as the “Party(ies)”)

OF THE SECOND PART

WHEREAS:

- A. The Parties desire to enter into an Agreement whereby fire service emergency resources of any Party can be deployed to assist the other parties during an emergency;
- B. The RDOS has established the Anarchist Mountain Fire Protection Service, the Apex Mountain Fire Protection Service, the Kaleden Fire Protection Service, the Keremeos and District Fire Protection Service, the Naramata Fire Protection Service, the Okanagan Falls Fire Protection Service, the Tulameen and District Fire Protection Service and the Willowbrook Fire Protection Service and operates and maintains fire departments within the respective service areas;
- C. Oliver has established, operates and maintains, a fire department within its territorial jurisdiction, (including area “C” and OIB);
- D. Osoyoos has established, operates and maintains, a fire department within its territorial jurisdiction, (including area “A” and OIB);

- E. Penticton has established, operates and maintains, a fire department within its territorial jurisdiction, (including area "D", "E", "I", "F" and PIB);
- F. Princeton has established, operates and maintains, a fire department within its territorial jurisdiction, (including area "H");
- G. Summerland has established, operates and maintains, a fire department within its territorial jurisdiction (including area "F");
- H. The HID has established, operates and maintains, a fire department within its territorial jurisdiction;
- I. The OFPD has established, operates and maintains, a fire service contract within its territorial jurisdiction;
- J. The ORFPD has established , operates and maintains, a fire service contract within its territorial jurisdiction;
- K. ERRIS has established, operates a brigade style fire department service recognized by both the Office of the Fire Commissioner of BC and Fire Insurance Underwriters of Canada, and operates within its territorial jurisdiction;
- L. The PIB has established, operates and maintains, a fire department and maintains fire service contracts within its territorial jurisdiction;
- M. The RDOS, Oliver, Osoyoos, Penticton, Princeton, Summerland, the HID, the OFPD, the ORFPD, Erris and the PIB; consider it to be of mutual benefit to enter into an arrangement whereby any one of them may, in situations where the resources of their own fire department are insufficient, request Mutual Aid for the others to help bring the situation under control;

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

Interpretation

- 1. Unless the content otherwise requires, in this Agreement:
 - (a) "Assisting Fire Department" means a Fire Department providing Mutual Aid under this Agreement;
 - (b) "Chief Fire Official" means, for each Party, the person(s) responsible for the fire service of the Party to this Agreement;

- (c) "Fire Department or Fire Service" means a fire department maintained and operated by a Party to this Agreement:
- (d) "Incident" means a real or anticipated occurrence that in the opinion of the Chief Fire Official endangers the lives, safety, welfare and well-being of people or significant structures that may not be brought under control using local emergency resources.
- (e) "Inter-agency Agreement" is defined as the memorandum of agreement between the Office of the Fire Commissioner of BC (OFC), Fire Chiefs Association of BC (FCABC), and BC Wildfire Service.
- (f) "Level of Training" is referred to the "Office of the Fire Commissioner of BC Playbook".
- (g) "Mutual Aid" means assistance by providing, upon request, emergency resources to another Party outside of the jurisdictional boundaries of the Party that provides the emergency resources;
- (h) "OIB" means Osoyoos Indian Band.
- (i) "Requesting Fire Department" means a Fire Department requesting Mutual Aid under this agreement;

The Request for Mutual Aid

2. All requests for Mutual Aid under this Agreement shall be made through the Regional Fire Dispatch center.
3. Where the Chief Fire Official of a Fire Department (service) determines that the resources of his/her Fire department are insufficient to bring an Incident, whether actual or imminent, under control and in submitting such request, the said Chief Fire official shall specify the type of fire apparatus and/or the number of personnel required.
4. It is understood, and agreed that all parties to this Agreement shall not rely on this Agreement to deliver fundamental firefighting services within their operational area and that fundamental firefighting services are the sole responsibility of the authority having jurisdiction for each operational area.
5. It is understood that all Parties to this Agreement have identified their level of training.

The Provision of Mutual Aid

6. The Chief fire Official of a Fire Department from whom Mutual Aid has been requested under this Agreement shall immediately upon receiving the request determine, in his/her sole discretion, as soon as reasonably possible whether and to what extent the firefighting personnel, apparatus and equipment his/her department may be deployed to assist the Requesting Fire Department in bringing the Subject Fire or Other emergency situation under control and shall thereafter deploy to the extent available such firefighting personnel, apparatus, and equipment to so assist the Requesting Fire Department.
7. Nothing in this Agreement requires the Chief Fire official of a Fire Department from whom Mutual Aid has been requested under this Agreement to deploy firefighting personnel, apparatus, and equipment to assist a Requesting Fire department that the Chief Fire Official has determined are unavailable or are required to provide within the usual service area for his/her fire department.
8. If the requested Mutual Aid is refused the decision shall be communicated back through Fire Dispatch to the requesting party, refusal will in no way attach any liability to the declining Party regardless of the reason for refusal;
9. All firefighting personnel, apparatus, and equipment provided by an Assisting Fire Department to a Requesting Fire Department under this Agreement shall, for the duration of the time that the Mutual Aid is being provided under this Agreement, be under the direction of the Chief Fire Official of the Requesting Fire department who shall adhere to recognized principles of accountability for responder personnel level of training and safety as identified in the provincial fire service legislation. An accountability system needs to be identified and maintained by all Fire Departments.
10. The Chief Fire Official of an Assisting Fire department may, in his/her sole discretion, recall (based on bonified operational requirements) all firefighting personnel, apparatus, and equipment provided by his/her Fire Department to the Requesting Fire Department under this Agreement and shall not be liable for any loss, costs, damages or expenses whatsoever as a result thereof.
11. Upon being notified, whether verbally or in writing, that the Chief Fire official of an Assisting Fire Department has recalled firefighting personnel, apparatus, and equipment under section 10 of this agreement, the Chief Fire Official of the Requesting Fire Department shall immediately release and return to the Assisting Fire Department all firefighting personnel, apparatus, and equipment provided by the Assisting Fire Department that was recalled by the Chief Fire Official.

12. The Chief Fire Official of a Requesting Fire Department shall, as soon as practical, release and return to the Assisting Fire Department all firefighting personnel, apparatus, and equipment provided by the Assisting Fire department that is no longer required to assist in bringing the Subject Fire or Other Emergency Situation under control.
13. The Chief Fire Official of a Requesting Fire Department shall release and return to the Assisting Fire Department all firefighting personnel, apparatus, and equipment provided by the Assisting Fire department in the same working condition as when it was accepted by the requesting Fire Department.
14. For the purpose of this Agreement, all firefighting personnel, apparatus, and equipment provided by the Assisting Fire Department to the Requesting Fire Department under this Agreement is deemed to have been provided in good working condition unless it was rejected by the Requesting Fire Department at the time it was first provided. If equipment is not returned in good working order, the Requesting Fire Department shall forthwith repair or replace the equipment and provide in the meantime the Assisting Fire Department with replacement equipment.
15. When the Subject Fire or Other Emergency Situation is brought under control. Any Mutual Aid shall be released first before comparable local resources are released.
16. In the event of either a State of local Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, or a request utilizing the Provincial Interagency Agreement, this Agreement shall not apply to the Parties past the first operational period.

The Cost of Mutual Aid

17. It is understood that no charge shall be levied for services rendered by any of the Parties to this Agreement or personnel of the Party hereto unless independent Fire Service contracts or agreements exist.
18. The Requesting Fire Department shall reimburse the Assisting Fire Department all costs for any consumable items used at the Subject Fire or Other Emergency Situation or any equipment that was damaged beyond repair or destroyed as a result of the Subject Fire or Other Emergency Situation.

Waiver and Indemnification

19. No Party to this Agreement shall bring any claim, action, or demand 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 Chief Fire Official as to the level of Mutual Aid, in any, or the withdrawal of Mutual Aid to be provided under this agreement.

20. 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 the decision of a Chief Fire official as to the level of Mutual Aid, if any, or the withdrawal of Mutual Aid to be provided under this Agreement.
21. The Party responsible for the Requesting Fire department shall indemnify and save harmless the Party responsible for an Assisting Fire Department, its elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, causes of action, loss, costs, damages and expense (including legal fees on a solicitor-client basis) in respect of or in any way related to the provision of Mutual Aid under this Agreement and , without limiting the generality of the foregoing, any action taken or thing done or any failure to take action or a thing under this Agreement, save and except where the claim, demand, action, course of action, loss, cost, damage, or expense arose from the negligence of the Assisting Fire Department.
22. In the event that an Assisting Fire department acts independently of the Requesting Fire Department then the Assisting Fire Department shall not be entitled to any indemnity pursuant to this article, but shall be responsible for its own legal liabilities and shall accordingly indemnify and save harmless the Requesting Fire Department for any and all liabilities, actions, damages and claims of whatever nature of kind arising out of the independent act of the Assisting Fire department in connection with the Mutual Aid.

Insurance

23. Each Party to this Agreement shall keep in force third party liability insurance coverage to a minimum of ten million (\$10,000,000.00) dollars and each such policy shall add all other Parties to this Agreement as additional named insured when rendering Mutual Aid pursuant to this Agreement.
24. Each Party to this Agreement shall prove third party liability coverage by sending a copy of the liability insurance for the Party to the Regional District of Okanagan-Similkameen's Financial Officer within thirty (30) days after this Agreement has been signed by the Party and available upon request.
25. Each Fire Department shall maintain insurance coverage on its own firefighting equipment.

26. Each Fire Department shall maintain Worksafe BC coverage and other required coverage for the personnel of its own Fire Department.

Termination

27. This Agreement shall be in force commencing on the date of its execution by all Parties and remains in force until section 28 has been activated. This Agreement may be reviewed for updating in 5-year increments based on activation date.
28. Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving ninety (90) days written notice if its intention 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.
29. Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining Parties.

Miscellaneous Provisions

30. Any requests for Mutual Aid shall be subject to any of the Parties obligations pursuant to the provisions of the *Emergency Program Act R.S.B.C.c. 111* as it changes from time to time.
31. The Parties agree to consult on a regular basis through their Chief Fire Official to achieve the optimum deployment of Mutual Aid.
32. The Parties hereto agree that in the event of dispute between any of the Parties, each of the Parties hereto shall meet with a qualified mediator in a timely manner and attempt in good faith to negotiate a settlement of such dispute during which time such representatives shall disclose to the other all relevant information relating to the dispute.
33. This agreement shall be the entire Agreement between the parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing Subject Fire or other Emergency Situation under control.
34. The Parties may not assign this Agreement without prior written consent of the Other Parties to this Agreement.
35. This Agreement shall ensure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
36. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

37. Unless otherwise authorized under this Agreement, all notices under this Agreement shall be given in writing to the Chief Fire Officials of the Fire Departments of the parties to this Agreement.

38. This Agreement may be executed in any number of counterparts. Any executer counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement as of the date first written above.

The Corporate Seal of the
REGIONAL DISTRICT OF
OKANAGAN-SIMILKAMEEN
was hereunto affixed in the
presence of:

Chair

Chief Administrative Officer

The Corporate Seal of the
TOWN OF OLIVER
was hereunto affixed in the
presence of:

Mayor

Corporate Officer

The Corporate Seal of the
TOWN OF OSOYOOS
was hereunto affixed in the
presence of:

Mayor

Corporate Officer

The Corporate Seal of the
CITY OF PENTICTON
was hereunto affixed in the
presence of:

Mayor

City Manager

The Corporate Seal of the
TOWN OF PRINCETON
was hereunto affixed in the
presence of:

Mayor

Corporate Officer

The Corporate Seal of the
DISTRICT OF SUMMERLAND
was hereunto affixed in the
presence of:

Mayor

Corporate Officer

The Corporate Seal of the
HEDLEY IMPROVEMENT
DISTRICT was hereunto affixed
in the presence of:

Chair

Corporate Officer

The Corporate Seal of the
OLIVER FIRE PROTECTION
DISTRICT was hereunto affixed
in the presence of:

Chair

Corporate Officer

The Corporate Seal of the
OSOYOOS RURAL FIRE
PROTECTION DISTRICT
was hereunto affixed
in the presence of:

Chair

Corporate Officer

The Corporate Seal of the
ERRIS VOLUNTEER FIRE
ASSOCIATION was hereunto
affixed in the presence of:

Director

Director

The Corporate Seal of the
PENTICTON INDIAN BAND
was hereunto affixed in the
presence of:

Band Chief

Band Administrator