

MUTUAL AID FIRE PROTECTION AGREEMENT

THIS AGREEMENT made this 1st day of October, 2019

BETWEEN:

**REGIONAL DISTRICT of CENTRAL OKANAGAN
(JOE RICH FIRE DEPARTMENT)**

AND

**REGIONAL DISTRICT of KOOTENAY BOUNDARY
(BIG WHITE FIRE DEPARTMENT)**

WHEREAS the Regional District of Kootenay Boundary (Big White Fire Department) and the Regional District of Central Okanagan (Joe Rich Fire Department) each maintain their own firefighting equipment and personnel;

AND WHEREAS they consider it to be to their mutual benefit to co-operate in the resolution of emergency incidents;

NOW THEREFORE in consideration of the premises and mutual covenants and agreements hereinafter contained, the parties hereto agree, each with the other as follows:

In this Agreement "Fire Chief" means Senior Officer of the Fire Department, or his delegate, who is in charge of the operation and direction of the Fire Department.

1. In the event that the Fire Chief of either Joe Rich or Big White Fire Department requires assistance to deal with an emergency suppression incident occurring in their jurisdiction, he may request assistance from the other party named in this Agreement.
2. Road Rescue will still be under the provisions of EMBC and attendance may be requested but only initiated after a Task number has been assigned by the Province.
3. Assistance shall be provided by the other party if the equipment and personnel requested are not required for service in their own jurisdiction or by other agreements. Joe Rich is bound to the Regional Emergency Mutual Aid Agreement which will take precedence over this standalone agreement in the event of conflicting requests for aid.

4. Emergency equipment and personnel of the assisting party shall be under the direction and at the discretion of the Fire Chief, or Officer in charge, of the requesting party. He shall direct all of the personnel and equipment within his jurisdiction, and provide for the possibility that assisting personnel and equipment may be recalled at any time to respond to an emergency within its own jurisdiction.
5. The releasing of resources shall be initiated as soon as the Emergency has been brought under control. Any Mutual Aid Emergency Resource of personnel and apparatus shall be released first before any local resources are released.
6. Neither party to this Agreement shall be liable for any loss or damage occasioned to the equipment while operating under this agreement.
7. No charge shall be levied for services rendered under this Agreement, between the parties to this Agreement.
8. The parties agree that an area covered by fire protection services shall not be, as a result of this agreement, left unprotected and further so as to ensure that this protection is maintained; all requests for Mutual Aid shall be made and coordinated through the Regional Fire Dispatch Centre. At no time shall the Regional Fire Dispatch Centre deploy any Mutual Aid Emergency Resources that have not been specifically asked for and by a requesting Party of this agreement.
9. Indemnity:
 - (a) It is understood and agreed by both parties hereto that the party requesting or accepting Emergency Resources under this agreement shall indemnify and save harmless the responding/assisting party, their officers, agents and employees from any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the Emergency;
 - (b) In the event that the responding Providing Party acts independently of the Requesting Party then the Providing Party shall not be entitled to indemnity pursuant to this article, but shall be responsible for their own legal liabilities and shall accordingly indemnify and save harmless the Requesting Party under this Agreement for any and all liabilities, actions, damages and claims of whatever nature or kind arising out of the independent act of the Providing Party in connection with the Emergency;
 - (c) Notwithstanding part (b) of this article, the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with failure to supply the Emergency Resources for any reason whatsoever, or for any delay in arrival of the Emergency Resources for any reason whatsoever.
10. This agreement shall remain in force and effective for a period of five (5) years from the date of execution – October 1, 2019 to September 30, 2024.
11. Either Party to this agreement may terminate its rights and obligations under this agreement by giving to the other Party six (6) months' notice in writing of its intention to do so.

- 12. In the event of either a State of Local Emergency or Provincial State of Emergency being declared by the Province of British Columbia, this agreement shall not apply to the parties.
- 13. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their successors assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and in the year first written above:

THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

Authorized Signatory

Authorized Signatory

THE REGIONAL DISTRICT OF KOOTENAY BOUNDARY

Authorized Signatory

Authorized Signatory

Departments Named in This Agreement:

Joe Rich Fire Department, RDCO
Big White Fire Department, RDKB