

EMERGENCY MUTUAL AID AGREEMENT

This agreement made as of this 16 day of February, 2018.

BETWEEN: CITY OF KELOWNA
a municipal corporation
having its offices at 1435 Water Street
Kelowna, British Columbia

OF THE FIRST PART

AND: THE CORPORATION OF THE
DISTRICT OF PEACHLAND
a municipal corporation
having its offices at 5806 Beach Avenue
Peachland, British Columbia

OF THE SECOND PART

AND: REGIONAL DISTRICT OF CENTRAL OKANAGAN
a regional district
having its offices at 1450 K.L.O. Road
Kelowna, British Columbia

OF THE THIRD PART

AND: CITY OF WEST KELOWNA
a municipal corporation
having its offices at 2760 Cameron Road,
West Kelowna, BC,

OF THE FOURTH PART

AND: DISTRICT OF LAKE COUNTRY
a municipal corporation
having its offices at 10150 Bottom Wood Lake Road
Lake Country, British Columbia

OF THE FIFTH PART

1. DEFINITIONS

In this Agreement, unless the context otherwise requires,

- (a) "Chief Fire Official" or "Official" means, for each party, the senior fire official responsible for the fire services of that party within the respective fire protection areas, or the official's authorized delegate to act on his behalf;
- (b) "Emergency" or "Emergencies" means a real or anticipated occurrence that in the opinion of the Chief Fire Official cannot be brought under control by the use of local emergency resources and that endangers the health, safety or welfare of people or may cause widespread damage to property and which does not constitute a declaration of a state of local emergency within the meaning of the Emergency Program Act R.S.B.C. 1996 c.111, as amended.
- (c) "Emergency Resources" means apparatus, equipment, consumables and people, held by, in the service of, or directly available to the fire services of a party;
- (d) "Mutual Aid" means Emergency Resources provided by a party outside the boundaries of the party that requested the Emergency Resources;
- (e) "Providing Party" means a party receiving a request for assistance under this Agreement;
- (f) "Requesting Party" means a party requesting assistance under this Agreement;
- (g) "Response Area" means those areas contained within the fire district jurisdiction of those Parties associated with this Agreement.

2. TERM

- (a) This Agreement shall remain in force and effect for a period of five (5) years from the date of execution;
- (b) This agreement shall replace the former Mutual Aid Agreement dated February 2013 and between these parties.
- (c) Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving to the other Parties six (6) months notice in writing of its intention to do so.
- (d) This Agreement shall not be assignable to any other Party or Parties without the prior written consent of the other Parties to this Agreement.
- (d) In the event of either a State of Local Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.

3. INCLUDED FIRE DEPARTMENTS

- (a) For the purposes of this Agreement, the region consists of its component fire departments as follows:

City of Kelowna
 Kelowna Airport Emergency Services Fire Department
 District of Peachland
 City of West Kelowna
 District of Lake Country
 Ellison Fire Department
 Joe Rich Fire Department
 Wilson's Landing Fire Department
 North Westside Fire Department

4. ASSISTANCE RESPONSE

The procedure to be followed by the Requesting Party and by the Providing Party pursuant to this Agreement shall be as follows, and as provided in clauses 5 to 11.1:

- (a) Where a Chief Fire Official determines that an Emergency is occurring or is imminent, the Chief Fire Official shall in the sole and absolute discretion of the Chief Fire Official, decide whether the Emergency is one that requires Mutual Aid and may request Emergency Resources under this Agreement.

5. COOPERATION

- (a) 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 City of Kelowna Dispatcher, Station No. 1, who shall dispatch the appropriate fire department and shall arrange for back up protection to the fire protection district responding to the Mutual Aid request. At no time shall the Kelowna Dispatcher deploy any Mutual Aid Emergency Resources that have not been specifically asked for and by a Requesting Party to this agreement.
- (b) The parties agree to consult on a regular basis through their Chief Fire Officials on the best ways to achieve the optimum deployment of Emergency Resources to control Emergencies within the region.

6. AVAILABILITY OF EMERGENCY EQUIPMENT AND PERSONNEL

- (a) A Chief Fire Official who receives a request for Emergency Resources from any other Chief Fire Official in the manner provided in this Agreement may respond with local equipment available to assist to control the Emergency, but nothing herein shall be construed so as to require a Chief Fire Official to dispatch Emergency Resources, or any part thereof that, in the sole and absolute discretion of the Providing Party Official:
 - (i) are unavailable or are not considered to be available;
 - (ii) are inadequate to deal with the situation
 - (iii) are placed in an unacceptable risk of injury or damage as a result of weather, site conditions, real or perceived violence, or any other reason; or
 - (iv) are required to deal with higher priority situations, or situations that can be responded to in less time.
- (b) The Chief Fire Official of the Providing Party shall:
 - (i) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's jurisdiction and select, in his sole discretion, those Emergency Resources that are available to assist the Requesting Party at the Incident;
 - (ii) direct and dispatch those available Emergency resources to the Incident in the Response Area to assist in emergency response.
- (c) When making a request under section 6 (a) of this Agreement, the Chief Fire Official of the Requesting party shall specify the type of fire apparatus required. The providing party will staff the apparatus meeting the minimum requirements of personnel and equipment as per the Office of the Fire Commissioner Inter Agency Agreement.

7. CONTROL & SAFETY

- (a) The Chief Fire Official within the area of the Emergency shall remain in-charge and direct all Mutual Aid Emergency Resources in co-operation with the Chief Fire Official of the Providing Party.
- (b) The Chief Fire Official of the Requesting Party shall:
 - (i) direct the available Emergency Resources provided by the Providing Party at the Emergency using the Incident Command Systems, and adhering to recognized principles of accountability for responder personnel safety.
 - (ii) assume command of the Emergency and direct the Emergency Resources provided by the Providing Party at the Emergency in a diligent and accountable manner
 - (iii) and, provide a Safety Officer(s) to the Emergency.

8. RELEASE

- (a) As soon as the Emergency has been brought under control any Mutual Aid Emergency Resources of personnel and apparatus and shall be released first before any local resources are released.

9. EQUIPMENT RELEASE

- (a) All equipment or supplies other than apparatus and personnel provided as Emergency Resources to the Requesting Party shall be returned to the providing party within 24 hours after it is no longer required for the incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party in time of acceptance. If equipment is not returned in good working order, the Requesting Party shall repair or replace the equipment (not including apparatus) and provide the Providing Party with replacement equipment in the meantime.

10. RECALL

- (a) The Chief Fire Official of the Providing Party shall have the ability to recall those available Emergency Resources at any time for emergency response in the jurisdiction of the Providing Party at the sole discretion of the Chief Fire Official of the Providing Party. If the Emergency Resources are called upon by the Providing Party to leave an emergency the Providing Party shall not be liable for any loss, costs, damages and expenses whatsoever in connection with leaving an emergency.

11. COST

- (a) Where costs are incurred by a responding fire department for manpower, the said department may submit an account to the fire department requesting the Mutual Aid. The submitted account for manpower costs shall be based on the responding fire department's regular callout rates for the responding firefighters, when responding to a fire in their jurisdiction. The requesting department shall pay the account submitted by the responding department within 60 days of receipt of invoice.
- (b) The Requesting Party shall reimburse the Providing Party all costs for any consumable items used at the Incident or any equipment (not including apparatus) that is damaged beyond repair or destroyed as a result of the Incident.
- (c) Where costs are incurred by a responding fire department for apparatus costs, the said department may submit an account to the fire department requesting the Mutual Aid. The submitted account for apparatus costs shall be based on the current rates established by the Office of the Fire Commissioner. The requesting department shall pay the account submitted by the responding department within 60 days of receipt of invoice.

12. INDEMNITY

- (a) It is understood and agreed by each party hereto that a party requesting or accepting Emergency Resources under this shall indemnify and save harmless the responding/assisting parties, 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 a 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 its 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.

13. INSURANCE

- (a) 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 aid pursuant to this Agreement.
- (b) 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 Central Okanagan's Treasurer once this agreement has been signed by the Party and available upon request.
- (d) Without limiting the foregoing the City of Kelowna shall ensure that it carries airport operations liability insurance to a minimum of ten million (\$10,000,000.00) dollars that adds all other parties to this Agreement as additional named insured (Schedule 1).

14. DISPUTE

- (a) In case of any dispute arising between two or more Parties as to their rights and obligations under this Agreement, a Party shall be entitled to give the other Party or Parties notice of such dispute and to request a dispute resolution process between the Fire Chiefs and administrators/board chairperson and if unsuccessful then arbitration thereof; and that Party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c.55, as amended.

15. DEFAULT WAIVER

- (a) Waiver of default by any Party to this Agreement shall not be deemed to be a waiver of default for any other Party.

16. NOTICES

- (a) Notices or other communication (other than a request for emergency response under this Agreement) shall be in writing and shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office or mailed by prepaid express mail to the addresses on this page hereof, attention the Fire Chief. Any notice delivered shall be deemed to be given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

Fire Chief
City of Kelowna Fire Department
2255 Enterprise Way
Kelowna, BC V1Y 8B8

Fire Chief
District of Peachland
4401 – 3rd Street, PO Box 196
Peachland, BC VOH 1X0

Fire Chief
City of West Kelowna
2760 Cameron Road,
West Kelowna, BC V1Z 2T6

Fire Chief
District of Lake Country Fire
Department
10150 Bottom Wood Lake Road
Lake Country, BC V4V 2M1

Fire Chief
Ellison Fire Department
c/o Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4

Fire Chief
Joe Rich Fire Department
c/o Regional District of Central
Okanagan
1450 KLO Rd
Kelowna, BC V1W 3Z4

Fire Chief
Wilson's Landing Fire Department
c/o Regional District of Central Okanagan
1450 KLO Road
Kelowna, BC V1W 3Z4

Fire Chief
North Westside Road Fire
Department
c/o Regional District of Central
Okanagan
1450 KLO Rd
Kelowna, BC V1W 3Z4

17. HEADINGS

- (a) Section and paragraph headings are inserted for identification purposes only and do form a part of the agreement.

18. LANGUAGE

- (a) Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

19. LAW APPLICABLE

- (a) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

CITY OF KELOWNA

Per:

Authorized Signatory

Authorized Signatory

THE CORPORATION OF THE
DISTRICT OF PEACHLAND

Per:



Authorized Signatory

Cindy Fortin, Mayor

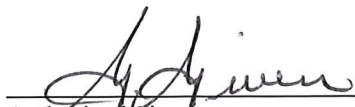


Authorized Signatory

Polly Palmer, Corporate Officer

REGIONAL DISTRICT OF
CENTRAL OKANAGAN

Per:



Authorized Signatory



Authorized Signatory

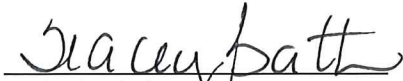
BRIAN REARDON
CHIEF ADMINISTRATIVE OFFICER
REGIONAL DISTRICT OF CENTRAL OKANAGAN

CITY OF WEST KELOWNA

Per:



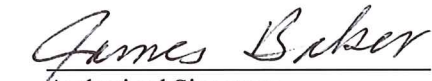
Authorized Signatory
Doug Findlater, Mayor



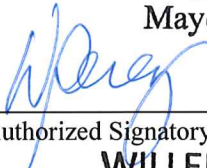
Authorized Signatory
Tracey Batten, City Clerk

DISTRICT OF LAKE COUNTRY

Per:



Authorized Signatory
JAMES BAKER
Mayor



Authorized Signatory
WILLENE PEREZ
Corporate Officer

SCHEDULE 1

ATTACHING TO AND FORMING PART OF POLICY NO. V75099

In the name of: H.M. THE QUEEN IN RIGHT OF CANADA ET AL

Is it agreed to cover, as required, as additional insured those municipalities and other similar organizations whilst their services are being utilized within the airport perimeters including the ways and means in connection with the provision of emergency rescue services.

Subject to the policy cover, terms, conditions, limitations and exclusions.

Dated as per Policy Schedule.