

SPECIAL MEETING OF COUNCIL

AGENDA

DATE: Monday, February 22, 2016
TIME: 3:30 p.m.
LOCATION: Council Chambers, Enderby City Hall

1. APPROVAL OF AGENDA

2. NEW BUSINESS

F12 [Extension of Mutual Aid Agreement](#) – Memo from Chief Administrative Officer dated February 18, 2016

4. ADJOURNMENT

Special Meeting
Agenda

THE CORPORATION OF THE CITY OF ENDERBY

MEMO

To: Mayor and Council
From: Tate Bengtson, CAO
Date: February 18, 2016
Subject: Extension of Mutual Aid Agreement

RECOMMENDATION

THAT Council authorizes an extension of the Mutual Aid Agreement between the Cities of Enderby, Armstrong, and Vernon, the District of Coldstream, the Regional District of the North Okanagan, and the Township of Spallumcheen to August 1, 2016.

BACKGROUND

The attached Mutual Aid Agreement ("the Agreement") between the abovementioned parties expires on March 4, 2016. Some parties to the Agreement have not yet adopted Service Level Policy Statements. Also, there are certain technical implications for the provision of mutual aid resulting from the *British Columbia Structure Firefighter Competency and Training Playbook* which may require an amendment to the conditions of the Agreement for the next term.

All parties to the Agreement are seeking to extend its term to August 1, 2016. This will ensure that the existing Agreement remains in effect until the above matters may be addressed.

Respectfully submitted,



Tate Bengtson
Chief Administrative Officer

MUTUAL AID AGREEMENT

This Agreement made as of this 04th day of MARCH, 2011

BETWEEN:

CITY OF VERNON, a Municipal Corporation
having its offices at
3400 30th Street
Vernon, British Columbia

OF THE FIRST PART

AND:

CITY OF ENDERBY, a Municipal Corporation
having its offices at
619 Cliff Avenue
Enderby, British Columbia

OF THE SECOND PART

AND:

REGIONAL DISTRICT OF NORTH OKANAGAN, A *Regional* District with Fire Districts consisting of BX Swan Lake Volunteer Fire Dept., Lumby Volunteer Fire Dept., Silver Star Volunteer Fire Dept.
having its offices at
9848 Aberdeen Road
Coldstream, British Columbia

OF THE THIRD PART

AND:

CITY OF ARMSTRONG, a Municipal Corporation
having its offices at
3570 Bridge Street
Armstrong, British Columbia

OF THE FOURTH PART

MUTUAL AID AGREEMENT

AND:

TOWNSHIP OF SPALLUMCHEEN, A Municipal Corporation
having its offices at
4144 Spallumcheen Way
Spallumcheen, British Columbia

OF THE FIFTH PART, AND:

DISTRICT OF COLDSTREAM, a Municipal Corporation with Fire Districts
consisting of Lavington Volunteer Fire Dept. and Coldstream Volunteer Fire
Dept.
having its offices at
9901 Kalamalka Road
Coldstream, British Columbia

OF THE SIXTH PART.

This Agreement is evidence that in consideration of the promises exchanged below, the Parties agree with each other as follows:

1. INTERPRETATION

In this agreement, unless 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 their 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 local state of **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, and held by, in the service of, or directly available to the fire services of a Party, including those resources shown in Schedule 1 attached hereto;
- 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; and

MUTUAL AID AGREEMENT

- g) "**Region**" means those areas contained within the fire district jurisdiction of those parties associated with this Agreement.

2. STANDARD CLAUSES AND TERM

- a) This Agreement shall remain in force and effect for a period of five (5) years from the last date of execution of all Parties to this Agreement.
- b) This Agreement shall amend, by replacement, the former agreement in City of Vernon Bylaw 4528, 1999.
- c) Any Party to this Agreement may terminate its rights and obligations under this Agreement by giving the other Parties thirty (30) days notice in writing of its intention to do so.
- d) This Agreement shall not be assignable to any other person without the prior written consent of the other Parties to the Agreement.
- e) Where a Party to this Agreement terminates its rights and obligations under this Agreement, this Agreement shall continue in force between the remaining Parties.
- f) This Agreement shall be the entire Agreement between the Parties in respect of the provision of assistance by the Parties to one another for the purposes of bringing an **Emergency** under control.
- g) This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- h) This Agreement may be executed in any number of counterparts. Any executed counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.
- i) In the event of either a Local State of **Emergency** or a Provincial State of **Emergency** being declared, this Agreement shall not apply to the Parties.

3. PROCEDURE

The procedure to be followed by Parties, in requesting and rendering aid pursuant to this Agreement shall be as follows:

- a) Where a **Chief Fire Official** determines, based on policy of the local jurisdiction, that an **Emergency** is occurring or is imminent, the **Official** shall, in the sole and absolute discretion of the **Official**, decide whether the **Emergency** is one that requires **Mutual Aid** and may request **Emergency Resources** under this Agreement.
- b) 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 **Emergency Resources** 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** that, in the sole and absolute discretion of the **Official**, are:
 - I. not considered to be available,
 - II. are inadequate to deal with the situation,

MUTUAL AID AGREEMENT

- 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.
- c) The **Chief Fire Official** of the **Requesting Party** shall remain in-charge and direct all **Mutual Aid** resources in co-operation with the **Chief Fire Official** of the **Providing Party** for the duration of the **Emergency**.
 - d) The **Chief Fire Official** of the **Requesting Party** shall specify the type of fire apparatus and the number of staff required from the **Providing Party**
 - e) The **Chief Fire Official** of the **Providing Party** shall have a reasonable amount of time to determine the full extent and capacity of the **Emergency Resources** in the **Providing Party's** jurisdiction and select, in his sole discretion, those **Emergency Resources** that are available for **Mutual Aid**.
 - f) 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 Fire Dispatcher of the Requesting Party, who shall either:
 - I. dispatch an appropriate Fire Department from amongst the Fire Departments it provides fire dispatch services to; or
 - II. arrange for dispatch of an appropriate Fire Department, by request to the Fire Dispatcher of other Fire Department(s) within the **Region**

The Fire Dispatcher of the **Requesting Party** shall arrange for **back up protection** to the Protecting Party by either:

- III. notifying an appropriate Fire Department from amongst the Fire Departments it provides fire dispatch services to; or
- IV. arrange for notification of an appropriate Fire Department, by request to the Fire Dispatcher of other Fire Department(s) within the **Region**

At no time shall either Dispatcher make any arrangements that have not been specifically asked for and agreed to by all concerned Fire Chief **Officials**.

4. INCLUDED FIRE DEPARTMENTS

For the purposes of this Agreement, the **Region** consists of the following component fire departments:

- a) Vernon Fire – Rescue, Downtown and Okanagan Landing Fire Halls
- b) BX Swan Lake Volunteer Fire Department

MUTUAL AID AGREEMENT

- c) Armstrong & Spallumcheen Fire Department
- d) Enderby Fire Department
- e) Silver Star Volunteer Fire Department
- f) Coldstream Fire Department, Coldstream Hall and Lavington Hall
- f) Lumby and District Volunteer Fire Department

5. COOPERATION

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. CONTROL AND SAFETY

The **Chief Fire Official** of the **Requesting Party** shall:

- a) 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;
- b) Assume command of the **Emergency** and direct the **Emergency Resources** provided by the **Providing Party** at the **Emergency** in a diligent and accountable manner; and
- c) Provide a Safety Officer(s) to the **Emergency**.

7. RELEASE

As soon as the **Emergency** has been brought under control, any **Mutual Aid Emergency Resources** of personnel and apparatus of a **Providing Party** shall be released before any resources of the **Requesting Party** are released.

8. EQUIPMENT RELEASE

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 **Emergency**. Equipment shall be deemed to be provided in good working order unless otherwise noted by the **Requesting Party** at the 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.

9. RECALL

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

MUTUAL AID AGREEMENT

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**.

10.COST

- a) Where costs are incurred by a **Providing Party** for staffing, the **Providing Party** shall submit an account therefore to the **Requesting Party**. The submitted account for staffing costs shall be based on the **Providing Party's** regular call out rates for the responding firefighters, when responding to a fire in their home jurisdiction. The **Requesting Party** shall pay the account submitted by the **Providing Party** within 60 days of receipt of invoice.
- b) The **Requesting Party** shall reimburse the **Providing Party** all costs for any consumable items (including SCBA) of **Emergency Resources** used at the **Emergency** or any equipment that is damaged beyond repair or destroyed as a result of the **Emergency** at the rates shown in Schedule 1 of this Agreement.
- c) Where costs are incurred by a **Providing Party** for apparatus costs, the **Providing Party** shall submit an account therefore to the **Requesting Party**. The submitted account for apparatus costs shall be based on the rates shown in Schedule 1 to this Agreement. The **Requesting Party** shall pay the account submitted by the **Providing Party** within 60 days of receipt of invoice.
- d) The **Providing Party** shall charge for the mobilization fee (if applicable) as per Schedule 1 of the Agreement.
- e) The **Requesting Party** shall be only charged for apparatus under 10(c) above when the apparatus is deployed and used for its intended purpose. Apparatus used to transport personnel is not a valid charge under 10(c) above.

11.INDEMNITY

- a) 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 assistance, if any, to be provided under this Agreement.
- b) The Party requesting or accepting **Emergency Resources** under this Agreement shall indemnify and save harmless the party responsible for providing **Mutual Aid** under this Agreement, 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

MUTUAL AID AGREEMENT

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 failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage or expense arose from the negligence of the Party providing the **Mutual Aid**, or if the Party providing **Mutual Aid**, or its **Emergency Resources**, is not acting pursuant to the direction of the **Chief Fire Official** that requested the **Mutual Aid**.

- c) 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**.
- d) Notwithstanding 11(b) above, 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.

12. 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) If any of a Party's **Emergency Resources** are destroyed or damaged as a result of an occurrence fully insured against, the Party who owned those damaged or destroyed **Emergency Resources** is responsible for paying the insurance deductible in respect of that insurance claim.

13. DISPUTE

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 **Chief Fire Official** and Administrators of the affected Parties; if dispute resolution is unsuccessful the Parties may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in

MUTUAL AID AGREEMENT

accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c. 55, as amended.

14. DEFAULT WAIVER

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

15. NOTICES

Notices or other communications (other than requests for *Mutual Aid* under this Agreement) shall be in writing and shall be considered sufficiently given if delivered to a **Chief Fire Official** personally, or left at a **Chief Fire Official's** office or mailed by pre-paid mail, to the Attention of the **Chief Fire Official**, at the addresses on Schedule 2 of this Agreement. Any notice delivered shall be deemed to have been 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 in 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 such labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.

16. HEADINGS, LANGUAGE

- a) Section and paragraph headings are inserted for identification purposes only and do form party of the Agreement.
- b) Wherever the singular or masculine are used throughout this Agreement, the same shall be construed as meaning the plural or feminine or the body corporate or politic as the context so requires.

17. LAW APPLICABLE



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

MUTUAL AID AGREEMENT

As evidence of this Agreement, the Parties have caused to be affixed below their respective corporate seals, attested to by the signatures of their respective officers duly authorized for that purpose, on the dates set out below:

CITY OF VERNON by its authorized signatories:

Date: Dec 21 / 2010
c/s


Mayor: Wayne Lippert

Corporate Officer

CITY OF ENDERBY by its authorized signatories:



Date: Jan 4 / 2011
c/s


Mayor: [unclear]

Chief Administrative Officer:

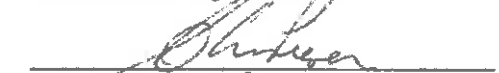
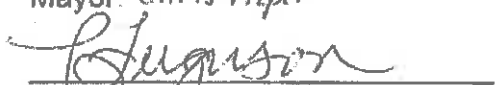
REGIONAL DISTRICT OF NORTH OKANAGAN by its authorized signatories:

Date: January 25, 2011
c/s


Chair: [unclear]

Administrator:

CITY OF ARMSTRONG by its authorized signatories:

Date: February 14, 2011
c/s


Mayor: Chris Pieper

Chief Administrative Officer: Patti Ferguson

MUTUAL AID AGREEMENT

TOWNSHIP OF SPALLUMCHEEN by
its authorized signatories:

Date: February 16, 2011



Mayor: *Will Hansma*

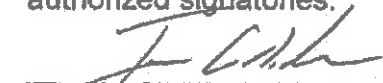
c/s



Chief Administrative Officer: *LINDA SNYMAN*

DISTRICT OF COLDSTREAM by its
authorized signatories:

Date: MAR 3, 2011



Mayor: *JIM GARLICK*

c/s



Corporate Officer *MICHAEL STYMHUIS*

MUTUAL AID AGREEMENT

SCHEDULE 1

Further to Section 10 of this Agreement, all apparatus rates are hourly based on a two (2) hour minimum form the time the unit leaves the fire station, until it returns to the fire station.

APPARATUS	RATES per hour
Bush Truck (including Mini-Pumper)	75.00
Tender	120.00
Pumper/CA/Rescue	120.00
Telesquirt	160.00
Fire Boat	120.00
Aerial – see Note 1	160.00
CONSUMABLES AND LABOUR	
Consumables ie Foam, SCBA etc	At replacement cost
Labour	At current rates
Volunteer Fire Service Mobilization Fee – see Note 2	\$300 per request
EQUIPMENT	At replacement cost if damaged beyond repair

Note 1:

Request for Aerial apparatus shall include a fully qualified crew of not less than 3 Firefighters. The staffing costs as identified in Section 10 apply.

Note 2:

Volunteer Fire Service Mobilization Fee is based upon the recall of 20 Firefighters for 1 hour @ \$15.00 per hour on average. This is to assemble at the **Providing Party's** station and receive the **Mutual Aid** assignment or for staging or standby.

MUTUAL AID AGREEMENT

SCHEDULE 2

CITY OF VERNON
3401 30th Street
Vernon, B.C.
V1T 5E6

CITY OF ENDERBY
619 Cliff Ave.
P.O. Box 400
Enderby, B.C.
V0E 1V0

REGIONAL DISTRICT OF NORTH OKANAGAN
9848 Aberdeen Road
Coldstream, B.C.
V1B 2K9

CITY OF ARMSTRONG
3570 Bridge Street
P.O. Box 40
Armstrong, B.C.
V0E 1B0

TOWNSHIP OF SPALLUMCHEEN
4144 Spallumcheen Way
Spallumcheen, B.C.
V0E 1B6

DISTRICT OF COLDSTREAM
9901 Kalamalka Road
Coldstream, B.C.
V1B 1L6