

REGIONAL DISTRICT OF CENTRAL KOOTENAY

BYLAW NO. 2401

A Bylaw to amend Bylaw No. 2367, being  
the "Overall Automatic Aid Agreement Bylaw  
No. 2367, 2013"

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WHEREAS the volunteer Fire Departments of the Regional District of Central Kootenay have been authorized to enter into and execute an agreement for automatic aid respecting the use of firefighting and assistance response equipment and personnel in fire suppression and assistance response inside or outside of the service areas;

AND WHEREAS the Regional District deems it expedient to add the Kaslo and Area Fire Department to the agreement;

NOW THEREFORE THE BOARD OF THE REGIONAL DISTRICT OF CENTRAL KOOTENAY IN OPEN MEETING ASSEMBLED ENACTS AS FOLLOWS:

1. That Schedule A be amended to include "Kaslo and Area Fire Department."
2. This Bylaw may be cited for all purposes as the "**Overall Automatic Aid Agreement Amendment Bylaw No. 2401, 2014.**"

READ A FIRST TIME this 15<sup>th</sup> day of May, 2014.

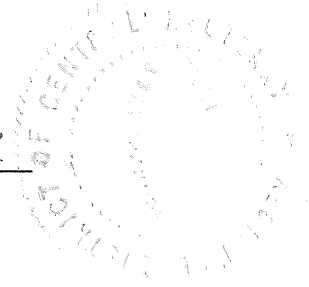
READ A SECOND TIME this 15<sup>th</sup> day of May, 2014.

READ A THIRD TIME this 15<sup>th</sup> day of May, 2014.

ADOPTED this 15<sup>th</sup> day of May, 2014.

  
Board Chair

  
Corporate Officer



REGIONAL DISTRICT OF CENTRAL KOOTENAY

**SCHEDULE "A"**  
**Bylaw No. 2367 as amended by Bylaw No. 2401**  
**OVERALL AUTOMATIC AID AGREEMENT**

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BETWEEN:

Balfour/Harrop Fire Department  
Beasley Fire Department  
Blewett Fire Department  
Canyon/Lister Fire Department  
Crescent Valley Fire Department  
Kaslo and Area Fire Department  
North Shore Fire Department  
Ootischenia Fire Department  
Pass Creek Fire Department  
Passmore Fire Department  
Riondel Fire Department  
Robson/Raspberry Fire Department  
Slocan Fire Department  
Tarrys Fire Department  
Winlaw Fire Department  
Wynndel/Lakeview Fire Department  
Yahk/Kingsgate Fire Department  
Ymir Fire Department

(hereinafter individually called "the Parties")

WHEREAS:

- A. The parties to this Agreement each maintain their own firefighting equipment and personnel;
- B. The parties consider it to be to their mutual benefit to cooperate in the fighting of fires and other emergency-related incidents.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of mutual covenants and provisions herein contained, the parties covenant and agree as follows:

- 1. For the purpose of this Agreement:

"ANCILLARY EQUIPMENT" Means firefighting and lifesaving equipment, and water supply.

"OFFICER IN CHARGE" Means the attending Senior Officer in Charge, whether he/she is Chief, Deputy Chief, or Delegate thereof. Each party under this Agreement is considered to have an Officer in Charge.

"ORIGINATING JURISDICTION"	Means a Fire Department's Original Fire Protection Area regardless of where they are working under this Agreement.
"FIRE RESPONSE AREA JURISDICTION"	Means the Fire Protection Area receiving assistance under this Agreement.
"PARTY"	Means a participant to this Agreement. Only the Regional District of Central Kootenay fire protection areas identified above are a party to this Agreement.

2. A Party will provide firefighting equipment and personnel to a pre-determined Fire Response Area Jurisdiction provided the equipment and personnel are not required in the Originating Jurisdiction at the time of dispatch.
3. The Officer In Charge of the assisting jurisdiction determines if fire equipment and personnel under his/her jurisdiction can be released for the purpose of Section 2 of this Agreement.
4. The Officer in Charge of the Fire directs the use of all fire equipment and personnel assisting at the fire and in the case of equipment and personnel supplied by another Party, will give directions to the Officer in Charge of the other Party.
5. Fire equipment and personnel supplied pursuant to this Agreement may be recalled at any time by the Senior Assisting Officer who determines that it is required by the Originating Jurisdiction.
6. The determination of an Officer in Charge on any matter requiring his/her decision under this Agreement will be final.
7. Ancillary equipment supplied to a Party under this Agreement is the sole responsibility of the Response Area Party and any loss or damage to equipment while the Response Area Party has control is the responsibility of that Party.
8. Equipment and personnel supplied under this Agreement is done so without remuneration or expectation of remuneration with the exception of Section 7.
9. All Parties to this Agreement have the use of the closest water supply of another Party, regardless of jurisdiction, if the factors of time, life and safety warrant.
10. No Party to this Agreement is required to provide standby fire protection for any other Party; however, informing another Party when all available equipment is currently in use will be considered a matter of courtesy between Fire Departments.
11. The Response Area Party agrees to and does hereby save harmless the Assisting Party from any and all actions, courses of action, or suits which may arise as a consequence of carrying out this Agreement, except in the case of deliberate negligence by the Assisting Party, its servants or agents.
12. This Agreement shall have force and effect on December 1, 2013.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their Seals the day and year first above-written.

THE CORPORATE SEAL OF THE  
REGIONAL DISTRICT OF CENTRAL KOOTENAY  
was hereunto affixed in the presence of:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Corporate Officer