

## REGIONAL DISTRICT OF CENTRAL KOOTENAY

### BYLAW NO. 2367

A Bylaw to authorize the Regional District of Central Kootenay to enter into an "Automatic Aid Agreement" to include all Regional District Fire Departments.

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WHEREAS the volunteer fire departments within the Regional District of Central Kootenay are restricted to their specific areas within which their fire protection responsibilities apply;

AND WHEREAS it is possible that an emergency may occur in a specific fire protection area where a major fire or other major emergency may require firefighting equipment and/or personnel beyond that which is available from within a specific fire protection service area;

AND WHEREAS the Regional District of Central Kootenay is authorized under Section 795 (5) of the *Local Government Act* to enter into automatic aid agreements respecting the use of firefighting and assistance response equipment and personnel in the fire suppression and assistance response inside or outside of the service area;

AND WHEREAS the Regional District of Central Kootenay has adopted Bylaw No. 1427, being the "Volunteer Fire Department Bylaw" which addresses the enactment of aid agreements;

AND WHEREAS it is deemed expedient that the Regional District enter into an agreement for Automatic Aid Fire Protection;

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

1. That the Fire Departments of the Regional District of Central Kootenay are hereby 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.
2. This bylaw pertains to all Regional District of Central Kootenay Fire Departments which are listed in Schedule "A" attached hereto.
3. This bylaw rescinds "Overall Mutual Aid Agreement Bylaw No. 1169, 1996."
4. This Bylaw may be cited for all purposes as the "**Overall Automatic Aid Agreement Bylaw No. 2367, 2013.**"

READ A FIRST TIME this 12<sup>th</sup> day of September, 2013.

READ A SECOND TIME this 12<sup>th</sup> day of September, 2013.

READ A THIRD TIME this 12<sup>th</sup> day of September, 2013.

ADOPTED this 12<sup>th</sup> day of September, 2013.

*“John R. Kettle”*

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Board Chair

*“Anitra Winje”*

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Corporate Officer

REGIONAL DISTRICT OF CENTRAL KOOTENAY

**SCHEDULE "A"**  
**Bylaw No. 2367**  
**OVERALL AUTOMATIC AID AGREEMENT**

This AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

BETWEEN:

Balfour/Harrop Fire Department  
Beasley Fire Department  
Blewett Fire Department  
Canyon/Lister Fire Department  
Crescent Valley 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:

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Board Chair

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Corporate Officer