

CAPITAL REGIONAL DISTRICT

BYLAW No. 2498

\*\*\*\*\*  
A BYLAW TO AUTHORIZE THE ENTERING INTO OF A MUTUAL AID AGREEMENT  
RESPECTING USE OF FIREFIGHTING EQUIPMENT AND PERSONNEL OF THE DISTRICT OF  
HIGHLANDS VOLUNTEER FIRE DEPARTMENT AND WILLIS POINT LOCAL SERVICE AREA  
\*\*\*\*\*

WHEREAS the Board of the Capital Regional District may, by bylaw, under Section 788(9) of the *Municipal Act* authorize the entry by the Regional District into a mutual aid agreement respecting the use of firefighting equipment and personnel in fire suppression and assistance response inside or outside of a fire protection local service area.

AND WHEREAS the Capital Regional District has, by bylaw, established a local service area within the Langford Electoral Area for the purpose of providing for the establishing, equipping and operating of a volunteer fire department known as the Willis Point Local Service Area Volunteer Fire Department.

AND WHEREAS the Board of the Capital Regional District has deemed it convenient, and for the benefit of the Willis Point Local Service Area Volunteer Fire Department and the District of Highlands Volunteer Fire Department to enter into a mutual aid agreement.

NOW, THEREFORE, the Regional Board of the Capital Regional District in open meeting assembled, enacts as follows:

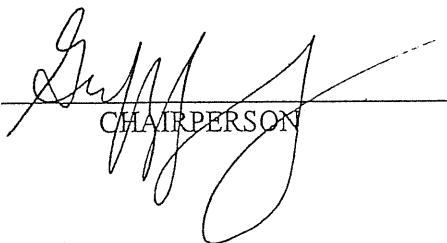
1. The Capital Regional District is hereby authorized to enter into a mutual aid agreement with the District of Highlands in the form of the agreement attached to this bylaw as Schedule A to permit the use of firefighting and assistance response personnel and equipment.
2. This bylaw may be cited as the "Willis Point and District of Highlands Fire Protection and Assistance Response Mutual Aid Agreement Authorization Bylaw, 1997".

READ A FIRST TIME THIS      9th      day of      April      1997.

READ A SECOND TIME THIS      9th      day of      April      1997.

READ A THIRD TIME THIS      9th      day of      April      1997.

ADOPTED THIS      9th      day of      April      1997.

  
\_\_\_\_\_  
CHAIRPERSON

  
\_\_\_\_\_  
SECRETARY

June 10/97

THIS AGREEMENT MADE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 1997

BETWEEN: District of Highlands  
1564 Millstream Road  
Victoria, British Columbia V9B 5T9

(of the first part)

AND: Capital Regional District  
524 Yates Street, P.O. Box 1000  
Victoria, British Columbia V8W 2S6

(of the second part)

WHEREAS:

- A. The Capital Regional District has, under the authority of Sections 767(4)(5) and 788(1)(g) of the Municipal Act, created the Willis Point Fire Protection, Recreational Facilities and Emergency Response Local Service Area.
- B. The above parties each maintain their own firefighting equipment and personnel.
- C. The above parties consider it to be to their mutual benefit to cooperate in the fighting of fires.
- D. The Board of the Capital Regional District may, by by-law under Section 788(9) of the Municipal Act authorize the entry by the Regional District into a mutual aid agreement respecting the use of firefighting equipment and personnel in fire suppression and assistance response inside or outside of a fire protection local service area.

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

1. For the purposes of this Agreement:

**"Fire Chief"** means the Fire Chief of a Party or the Fire Chief's duly appointed Deputy;

**"Fire Department"** means the District of Highlands Volunteer Fire Department and/or the Willis Point Local Service Area Volunteer Fire Department;

**"Officer in Charge"** means the senior officer in attendance at a fire representing a fire department rendering assistance at a fire, pursuant to this Agreement;

**"Originating Jurisdiction"** means the area over which a Party supplying fire equipment and personnel to another Party has jurisdiction for the purposes of supplying fire protection services;

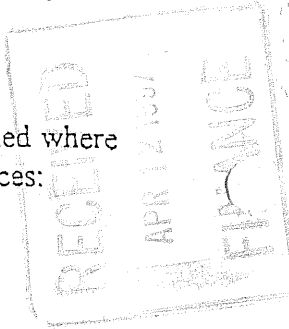
Mutual Aid Agreement - CRD With District of Highlands & Willis Point Volunteer Fire Depts.

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1. For the purposes of this Agreement: (continued)

"Party" means a Party to this Agreement.

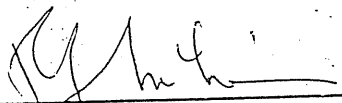
2. Each Party shall, upon the request of the Fire Chief of the other Party, dispatch fire equipment and personnel to assist in fighting fires in the other Party's area of jurisdiction, provided the equipment and personnel are not required in the area of the originating jurisdiction.
3. The Fire Chief of each Party shall determine whether or not fire equipment and personnel under his jurisdiction may be released for the purposes of Section 2 of this Agreement.
4. The Fire Chief having jurisdiction at the location of a fire shall direct the use of all fire equipment and personnel assisting at the fire and, in the case of fire equipment and personnel supplied by another Party, shall give directions to the Officer in Charge.
5. Fire equipment and personnel supplied by one Party to the other Party, pursuant to this Agreement, may be recalled at any time when the Fire Chief of its originating jurisdiction determines that it is required in the originating jurisdiction.
6. The determination of a Fire Chief on any matter required to be determined by the Fire Chief under this Agreement shall be final.
7. Equipment and personnel supplied by one Party to another under this Agreement shall be supplied at the expense of the Party which has jurisdiction over the equipment and personnel, and that Party shall not demand reimbursement from the Party assisted by the equipment and personnel.
8. No Party to this Agreement shall be required to provide standby fire protection for the other Party. However, as a matter of courtesy, a Party may inform the other Party that the equipment of the informing Party is all in use, in order to enable the other Party to be alert to the possibility of a request for assistance.
9. Where a Party to this Agreement (hereinafter called the "Supplying Party") supplies the other Party to this Agreement (hereinafter called the "Assisted Party") with fire equipment and personnel pursuant to this Agreement, the Assisted Party shall indemnify and save harmless the Supplying Party from any and all claims, causes of action, suits and demands whatsoever arising out of the assistance rendered by the Supplying Party, arising by reasons of the negligence of the Supplying Party, its servants, employees or agents, the failure to respond to the request for assistance pursuant to this Agreement, the failure to render adequate assistance, or for any other reason.

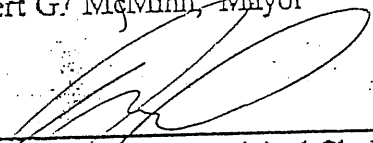


- 10. In addition to fire suppression and prevention services, assistance may be provided where harm to persons or property may result under the following classes of circumstances:
  - (a) first response to medical emergencies,
  - (b) rescue operations,
  - (c) mutual aid to other fire services,
  - (d) response to hazardous material incidents,
  - (e) public service.
- 11. This Agreement may be amended at any time by the Parties as evidenced by an exchange of letters and all such letters shall be attached to and form a part of this Agreement.
- 12. Either Party may withdraw from this Agreement by giving 30 days written notice to the other Party.
- 13. Each of the parties to the Agreement shall procure and maintain in force, at their own cost, during the entire term of the Agreement a comprehensive general liability insurance policy with a limit of not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence for bodily injury, personal injury and property damage.

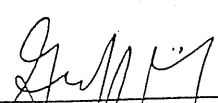
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

THE CORPORATE SEAL OF THE DISTRICT OF HIGHLANDS was hereunto affixed on the \_\_\_\_\_ day of \_\_\_\_\_, 1997 in the presence of

  
\_\_\_\_\_  
Robert G. McMinn, Mayor

  
\_\_\_\_\_  
Bruce Woodbury, Municipal Clerk

THE CORPORATE SEAL OF THE CAPITAL REGIONAL DISTRICT was hereunto affixed on the \_\_\_\_\_ day of \_\_\_\_\_, 1997 in the presence of:

  
\_\_\_\_\_  
Geoff Young, Chairman of the Board

  
\_\_\_\_\_  
Carmen