

CITY OF FORT ST. JOHN

BYLAW NO.1221, 1994

A Bylaw to authorize the signing of an Agreement to provide for fire and emergency response mutual aid in Charlie Lake, Taylor and Fort St. John

WHEREAS, the City of Fort St. John, the Peace River Regional District and the District of Taylor on behalf of the Charlie Lake Fire Department, are desirous of entering into an Agreement to provide mutual aid in dealing with fires and emergencies; and

WHEREAS, the wording of the Agreement has been found acceptable to the parties to it;

NOW THEREFORE, Council of the City of Fort St. John in open meeting assembled, enacts as follows:

1. The City of Fort St. John is authorized to enter into the Agreement and the Mayor and City Clerk of the City are hereby authorized to affix the seal of the City of Fort St. John to the Agreement, attached as Schedule "A" which forms part of this Bylaw.
2. This Bylaw may be cited as "North Peace Fire Mutual Aid Agreement Bylaw No.1221, 1994."

READ A FIRST TIME THIS 25th DAY OF April ,1994

READ A SECOND TIME THIS 25th DAY OF April ,1994

READ A THIRD TIME THIS 25th DAY OF April ,1994

ADOPTED THIS 9th DAY OF May ,1994

CERTIFIED A TRUE AND CORRECT COPY OF North Peace Fire Mutual Aid Agreement Bylaw No.1221, 1994.


.....
DOUGLAS H. RUTTAN, CITY CLERK

THE CORPORATE SEAL of the City of Fort St. John was hereto affixed in the presence of:


.....
STEPHEN H. THORLAKSON, MAYOR


.....
DOUGLAS H. RUTTAN, CITY CLERK

PEACE RIVER REGIONAL DISTRICT

BY-LAW NO. 882, 1994

A by-law to authorize the signing of an agreement
to provide for fire and emergency response mutual aid
in Charlie Lake, Taylor and Fort St. John

WHEREAS the Peace River Regional District on behalf of the Charlie Lake Fire Department, the District of Taylor and the City of Fort St. John are desirous of entering into an Agreement to provide mutual aid in dealing with fires and emergencies;

AND WHEREAS the wording of the Agreement has been found acceptable to the parties to it;

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

1. The Peace River Regional District is authorized to enter into the Agreement and the Chairman and Administrator of the Regional District are hereby authorized to affix the seal of the Peace River Regional District to the Agreement, attached as Schedule 'A', which forms part of this by-law.
2. This by-law may be cited as "North Peace Fire Mutual Aid Agreement By-law No. 882, 1994".

READ A FIRST TIME this 21st day of April, 1994.

READ A SECOND TIME this 21st day of April, 1994.

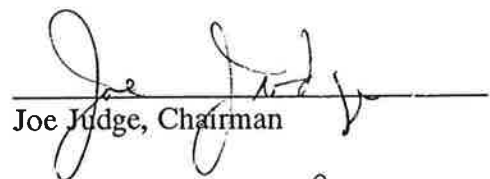
READ A THIRD TIME this 21st day of April, 1994.

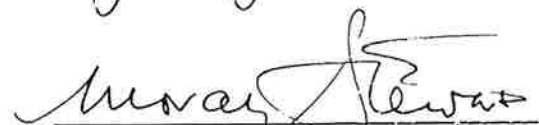
RECONSIDERED, FINALLY PASSED AND ADOPTED this 21st day of April, 1994.

CERTIFIED A TRUE AND CORRECT COPY
of "North Peace Fire Mutual Aid
Agreement By-law No. 882, 1994".


Moray Stewart, Administrator

THE CORPORATE SEAL of the
Peace River Regional District was
hereto affixed in the presence of:


Joe Judge, Chairman


Moray Stewart, Administrator

This Agreement made the 21st day of April, 1994.

AMONG:

Peace River Regional District
Box 810,
Dawson Creek, B.C.
V1G 4H8 (the "Regional District")

OF THE FIRST PART

AND:

City of Fort St. John
10631 - 100th Street,
Fort St. John, B.C.
V1J 3Z5 (the "City")

OF THE SECOND PART

AND:

District of Taylor
Box 300,
Taylor, B.C.
V0C 2K0 (the "District")

OF THE THIRD PART

WHEREAS the Regional District has established and maintains the Charlie Lake Fire Department for the Charlie Lake rural fire protection service area;

AND WHEREAS the City and District maintain their own fire fighting equipment and personnel;

AND WHEREAS the three parties desire to enter into an agreement whereby emergency resources can be deployed to assist any of the other parties during a fire or emergency;

AND WHEREAS the Board of the Regional District and the Council of the City and District have each passed a resolution or by-law authorizing it to enter into this Agreement, and empowering the authorized signatories to execute this Agreement on behalf of the other party;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set, the parties agree as follows:

1. In this Agreement:

"Fire Chief"

means for each Party, the senior employee or appointed person responsible for the fire services of that Party and includes the deputy or delegate of the **Fire Chief** or the Officer-in-Command;

"Emergency resources"

means all persons and equipment held by, in the service of or directly available to the fire services of the Party;

"Providing Party"

means a Party receiving a request for assistance under this Agreement;

"Requesting Party"

means a Party requesting assistance under this Agreement.

2. Where a **Fire Chief** of a Party determines that a fire or emergency is occurring or is imminent, he may request **emergency resources** from the **Fire Chief** of the other Party.
3. A **Fire Chief** who receives a request for **emergency resources** from the other Party shall determine in his sole discretion the extent of the **emergency resources** available and thereupon shall dispatch such **emergency resources** to control the fire or emergency; but nothing in this Agreement shall require a **Fire Chief** to dispatch **emergency resources** that he considers are not available or that he considers are required for service in the jurisdiction of the **Providing Party**.
4. No **Requesting Party** shall bring any action, claim or demand in relation to a decision of a **Fire Chief** of a **Providing Party** concerning the provision of **emergency resources**.

5. **Emergency resources** assisting at a fire or emergency shall be under the direction of the **Fire Chief** in the jurisdiction where the fire or emergency is located, provided that the said **emergency resources** may be recalled at any time by the **Fire Chief** of the **Providing Party**.
6. The **Providing Party** shall be responsible for all costs incurred in connection with the gathering, movement and deployment of **emergency resources** to the **Requesting Party**.
7. The **Requesting Party** shall not pay to the **Providing Party** any remuneration or payment for rent or other charge for the use of the equipment under this Agreement.
8. When **emergency resources** are provided by a **Providing Party** to a **Requesting party** pursuant to this Agreement, the **Requesting Party** shall indemnify the **Providing Party** from and against all claims, demands, loss, costs, damages, actions and other proceedings caused or contributed by any person, by any action taken or thing done in connection with this Agreement.
9. Notwithstanding Clause 13, where **emergency resources** are provided by a **Providing Party** to a **Requesting Party** pursuant to this Agreement, a **Requesting Party** shall not be responsible for in any way liable with respect to any claims, demands, loss, costs, damages, actions or other proceedings arising from or through the negligence of the **Providing Party**, its servants, agents or employees in connection with or in consequence of this Agreement.
10. No Party to this Agreement shall be liable in damages to the other Party for failing to respond to a request for assistance under this Agreement or for failure to render adequate assistance.
11. Any of the Parties may terminate its rights and obligations under this Agreement by giving to the other Parties ninety (90) days written notice of its intentions to do so, following which the Agreement shall continue in force between the other Party.

