

SCHEDULE “L”

MUTUAL AID FIRE PROTECTION

Preamble

- A) The Regional District and the City entered into a Memorandum of Understanding in respect of joint service delivery within the City and the fringe areas surrounding the City.
- B) The Regional District has established and maintains and operates a fire protection service in the rural area around the City of Quesnel
- C) The Regional District and the City would benefit in the form of improved safety and fire protection for area residents from an agreement for mutual aid fire protection;

Term

- 1. This Agreement is for a term as identified in the Master Memorandum of Understanding between the City and the Regional District.

Definitions

- 2. Notwithstanding the definitions set out in the Master Agreement, in this Schedule:

“Fire Chief” means for each Party, the senior employee or appointed person responsible for the fire service 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.

Services

- 3. Where a Fire Chief of a Party determines that a fire emergency is occurring or is imminent, he/she may request fire emergency resources from the Fire Chief of the other Party.
- 4. A Fire Chief who receives a request for fire emergency resources from the other Party shall determine in his/her sole discretion the extent of the fire emergency resources available and, thereupon, shall dispatch such fire emergency resources to control the fire

emergency; but nothing in this Agreement shall require a Fire Chief to dispatch fire emergency resources that he/she considers are not available or that he/she considers are required for service in the jurisdiction of the Providing Party.

5. 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 fire emergency resources.
6. The Fire Chief of the Fire Department that is fighting a fire within its own boundaries shall be responsible for the overall direction and control of fighting the fire.
7. It is understood and agreed by and between the parties hereto that the responding Fire Department's personnel and equipment will remain under the control of the responding Fire Department's Fire Chief or Fire Officer.
8. The Fire Chief or Duty Officer of the responding Fire Department may withdraw assistance if an emergency situation arises within its own fire protection boundaries.
9. It is further understood and agreed by and between the parties hereto that the jurisdiction in which the fire emergency occurs will utilize its full complement of firefighters prior to calling for assistance.
10. It is further understood and agreed by and between the parties hereto that no money payments will be made between the parties for cost incurred regarding activities under the Agreement.
11. It is further understood and agreed by and between the parties hereto that each Party shall maintain insurance coverage on its own firefighting equipment.
12. It is further understood and agreed by and between the parties hereto that each Party shall maintain WorkSafe BC coverage and other required coverage, for the personnel of its own Fire Department.
13. It is further understood and agreed by and between the parties hereto, that liability claims arising out of activities under this Agreement shall be the responsibility of the jurisdiction in which they occur.
14. It is further understood and agreed by and between the parties hereto, that Quesnel Fire Service can be requested to respond as follows:

- a) Request for Tender Support – QFD will send one water tender with two members.
 - b) Request for manpower – QFD will send one fire engine with 4 to 6 members. There will be no interior fire operation
 - c) QFD may conduct interior fire operation if the following conditions are met:
 - i. QFD has enough trained members on scene to carry out interior fire operation;
 - ii. Building is safe to enter; and
 - iii. Save a human life
 - iv. All three conditions must be met in order to carry out interior fire operation.
15. It is further understood that in the event of either a State of Local Emergency or Provincial State of Emergency being declared by the Province, this agreement shall be suspended until State of Local Emergency or Provincial State of Emergency is recinded.
16. It is further understood that each party agrees to use the Incident Command System (ICS) for all Mutual Aid responses.
17. During the continuance of this Agreement each party will:
- a) On a regular basis, but in any case at least annually, consult with one another through their respective Fire Chiefs on the best way to achieve the objects of this Agreement, namely the more efficient extinguishment of fires; and
 - b) Ensure that any personnel of a responding Fire Department attending a fire outside their jurisdiction shall in every reasonable way observe the bylaws and regulations of the jurisdiction in which they are attending the fire

Inclusion

18. This agreement covers the following fire protection areas:
- a) City of Quesnel
 - b) Quesnel Fringe
 - c) West Fraser
 - d) Barlow
 - e) Ten Mile
 - f) Bouchie Lake
 - g) Kersley

Termination

19. Notwithstanding the provisions of the termination of the Master Agreement, should either party fail to meet its commitments under this Schedule:
 - a) the other party that has not failed to meet its commitments may give notice to the party in breach of this Schedule of its failure to perform;
 - b) should the party in breach of this Schedule fail to meet its commitments within ninety (90) days of such notice from the other party, then in that event the other party may terminate this Schedule without any compensation of any kind to the breaching party.