

FIRE PROTECTION AUTOMATIC AID AGREEMENT

THIS AGREEMENT dated for reference the ___ day of _____, 2023, is made

BETWEEN:

The City of West Kelowna, a municipality incorporated pursuant to the *Community Charter* and having its business office at 2760 Cameron Road, West Kelowna, British Columbia, V1Z 2T6 (“West Kelowna”),

AND:

The District of Peachland, a municipality incorporated pursuant to the *Community Charter* and having its business office at 5806 Beach Avenue, Peachland, British Columbia, V0H 1X7 (“Peachland”).

WHEREAS:

- A. West Kelowna has established, and operates and maintains, a fire department within its territorial jurisdiction;
- B. Peachland has established, and operates and maintains, a fire department within its territorial jurisdiction;
- C. There are properties within West Kelowna’s fire protection boundaries that are more readily and speedily accessed by Peachland’s Fire Department than West Kelowna’s Fire Department; and,
- D. Peachland is agreeable to providing West Kelowna with automatic aid in responding to fire incidents at properties within West Kelowna’s fire protection boundaries that are more readily and speedily accessed by Peachland’s Fire Department, in accordance with the terms of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

- 1. Unless the context otherwise requires, in this Agreement:
 - (a) “Emergency Mutual Aid Agreement” means the Emergency Mutual Aid Agreement to which both West Kelowna and Peachland are parties and that is currently in force;
 - (b) “Peachland Fire Department” means the fire department established, and operated and maintained by Peachland;

- (c) "Properties" means the properties listed in Schedule "A" attached to and forming part of this Agreement;
 - (d) "Regional Fire Dispatch" means the service operated by the City of Kelowna that provides fire dispatch services to West Kelowna and Peachland; and,
 - (e) "West Kelowna Fire Department" means the fire department established, and operated and maintained by West Kelowna.
2. West Kelowna and Peachland hereby instruct the Regional Fire Dispatch that, in the event of a fire incident at the Properties, Regional Fire Dispatch is to dispatch both the West Kelowna Fire Department and the Peachland Fire Department to respond to the fire incident.
 3. The West Kelowna Fire Department and Peachland Fire Department will immediately upon being dispatched by the Regional Fire Dispatch to respond to a fire incident at the Properties determine, in their sole individual and unfettered discretion, whether and to what extent their firefighting personnel, apparatus, and equipment are available to be deployed to bring the fire incident under control and will thereafter deploy such personnel, apparatus, and equipment.
 4. Nothing in this Agreement requires the West Kelowna Fire Department or the Peachland Fire Department to deploy firefighting personnel, apparatus, and equipment to respond to a fire incident at the Properties where they have determined, in their sole individual and unfettered discretion, that personnel, apparatus, and equipment are unavailable or are required to provide adequate service to other circumstances within their respective fire protection areas.
 5. Where the Peachland Fire Department has deployed firefighting personnel, apparatus, and equipment to respond to a fire incident at the Properties, and such personnel, apparatus, and equipment arrive at the Properties after firefighting personnel, apparatus, and equipment of the West Kelowna Fire Department have arrived at the Properties, the Peachland Fire Department is released from responding to the fire incident at the Properties.
 6. Where the Peachland Fire Department has deployed firefighting personnel, apparatus, and equipment to respond to a fire incident at the Properties, and such personnel, apparatus, and equipment are the first to arrive at the Properties, the Peachland Fire Department will respond to the fire incident under the direction of its officer in charge at the Properties. Upon firefighting personnel, apparatus, and equipment of the West Kelowna Fire Department arriving at the Properties to respond to a fire incident, the officer in charge of the West Kelowna Fire Department will assume responsibility for directing the response to the fire incident, and the Peachland Fire Department will, in an orderly manner, be released from responding to the fire incident at the Properties.

7. Notwithstanding the foregoing, the chief fire official of the Peachland Fire Department may, in his sole discretion, recall at any time any and all firefighting personnel, apparatus, and equipment deployed to respond to a fire incident at the Properties. Where the chief fire official of the Peachland Fire Department has recalled firefighting personnel, apparatus, and equipment deployed to respond to a fire incident at the Properties, the Peachland Fire Department will not be liable for any loss, costs, damages and expenses whatsoever in connection with the recall of such personnel, apparatus, and equipment.
8. The provisions of section 11 of the Emergency Mutual Aid Agreement, with the Peachland Fire Department being the "Providing Party" and the West Kelowna Fire Department being the "Requesting Party", apply to the costs of the Peachland Fire Department of deploying firefighting personnel, apparatus, and equipment to respond to a fire incident at the Properties under this Agreement.
9. The provisions of section 12 of the Emergency Mutual Aid Agreement, with the Peachland Fire Department being the "Providing Party" and the West Kelowna Fire Department being the "Requesting Party", apply to the indemnification of the West Kelowna and the Peachland under this Agreement.
10. This Agreement shall be in force for a period of five years commencing on the date of its execution by the parties.
11. Any party to this Agreement may terminate its rights and obligations under this Agreement by giving six months written notice of its intention to do so to the other party to this Agreement.
12. This Agreement shall be the entire agreement between the parties in respect of the subject matter of this Agreement.
13. No party may assign this Agreement without the prior written consent of the other party to this Agreement.
14. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.
15. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.

- 16. Unless otherwise authorized under this Agreement, all notices under this Agreement shall be given in writing to the chief fire officials of the fire departments of the parties to this Agreement by either courier or fax at the address or fax number for the chief fire officials provided in accordance with s. 7 of this Agreement.
- 17. This Agreement may be executed in any number of counterparts. Any executed counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement as of the date first written above.

The Corporate Seal of the CITY OF WEST)
 KELOWNA was hereunto affixed in the)
 presence of:)
) C/S
 _____)
 Mayor:)
)
 _____)
 Corporate Officer:)
)

The Corporate Seal of the DISTRICT OF)
 PEACHLAND was hereunto affixed in the)
 presence of:)
) C/S
 _____)
 Mayor:)
)
 _____)
 Corporate Officer:)
)

SCHEDULE "A"

For the purposes of this Agreement, the Properties are the properties located at the following civic addresses:

- **4713 MacKinnon Road, West Kelowna, British Columbia**