

CENTRAL COAST REGIONAL DISTRICT

BYLAW NO. 290

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A bylaw to authorize the Central Coast Regional District to enter into a mutual aid firefighting assistance agreement with Nusatsum Improvement District, Hagensborg Improvement District, and Nuxalk Nation Fire Department.

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WHEREAS by supplementary Letters Patent dated July 16, 1968, as amended, the Central Coast Regional District was authorized to exercise the powers contained in Sections 517 and 518 of the Municipal Act;

AND WHEREAS Section 517 of the Municipal Act empowers local governments to enter into mutual aid firefighting assistance agreements with other jurisdictions;

AND WHEREAS there would be benefits in the form of improved fire protection for residents;

NOW THEREFORE the Board of Directors of the Central Coast Regional District in open meeting assembled enacts as follows:

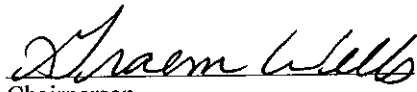
1. This bylaw may be cited as "Central Coast Regional District Mutual Aid Agreement Bylaw No. 290, 1999."
2. The Board of the Central Coast Regional District is hereby empowered to enter into a mutual aid firefighting assistance agreement with the Nusatsum Volunteer Fire Department, Hagensborg Volunteer Fire Department, and Nuxalk Nation Fire Department as detailed in Appendix "A" which is attached to and forms part of this bylaw.
3. This bylaw shall come into effect on the date of its adoption by the Board of Directors of the Central Coast Regional District.

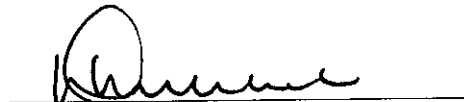
READ A FIRST TIME this 10<sup>th</sup> day of may, 1999.

READ A SECOND TIME 9<sup>th</sup> day of June, 1999.


READ A THIRD TIME 9<sup>th</sup> day of June, 1999

RECONSIDERED AND ADOPTED this 14<sup>th</sup> day of July, 1999.

  
Chairperson

  
Secretary

I hereby certify the foregoing to be a true and correct copy of Bylaw No. 290, being the "Central Coast Regional District Mutual Aid Agreement Bylaw No. 290, 1999", as read a third time by the Regional Board on the 9<sup>th</sup> day of June, 1999.

  
Secretary


**Appendix "A"**

**Bylaw No. 290**

**MUTUAL AID FIREFIGHTING ASSISTANCE AGREEMENT**

Noosatsum Improvement District,, Hagensborg Improvement District, and Nuxalk Nation Fire Department and the Central Coast Regional District

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THIS AGREEMENT made the 13<sup>th</sup> day of May, <sup>1999</sup>1998. 

BETWEEN:

Central Coast Regional District

AND:

Noosatsum Improvement District, Hagensborg Improvement District, and Nuxalk Fire Department

WHEREAS Section 798(11) of the Municipal Act empowers local governments to enter into Mutual Aid Firefighting Assistance Agreements with other jurisdictions;

AND WHEREAS there would be benefits in the form of improved safety and fire protection for area residents from such an agreement between the Central Coast Regional District and the

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants hereinafter contained, the parties covenant and agree with each other as follows:

1. Upon either party's Fire Chief requesting the assistance of the other party's Fire Department to attend a fire occurring in its jurisdictional area, the Fire Chief receiving such a request shall, subject to availability, determine the extent and duration of the assistance required and thereupon such assistance shall be dispatched and utilised in the extinguishment of the fire.

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2. The inability on the part of any Fire Department to provide such mutual aid fire protection service, when requested in accordance with the provisions of this Agreement, shall not create any financial or legal liability for the party unable to provide the fire protection services requested.
3. The senior on-duty officer 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. Notwithstanding the foregoing, it is understood and agreed that the responding Fire Departments personnel and equipment shall remain under the control of the responding Fire Department's senior on-duty officer.
4. Each Fire Department shall maintain insurance coverage on its own firefighting equipment whether it is being used inside or outside its respective fire protection boundaries.
5. Each Fire Department shall maintain life and accident insurance, Workers' Compensation coverage and other required coverage, for the personnel of its own Fire Department whether fighting fire inside or outside its respective fire protection boundaries.
6. It is further understood and agreed by and between the parties hereto that no money payments will be made between the parties for costs incurred regarding activities under this Agreement; however, all Fire Departments shall have the right to bill any insurance company for services provided by such Fire Department in assisting another Fire Department pursuant to this Agreement, as it would if the incident was within the boundaries of the assisting Fire Department.
7. 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.

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9. 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

(b) Ensure that any personnel of a Fire Department attending a fire not located within their own jurisdiction shall, in every reasonable way, observe the bylaws and regulations of the area in which they are attending the fire. While rendering assistance, each fireman shall exercise all reasonable skill and effort to support the Fire Department being assisted.

On a regular basis, but in any case at least annually, consult with one another through their respective Fire Chiefs to arrange and implement a schedule of joint training to achieve the objectives of this Agreement.

9. Either party will forthwith notify the other of any mutual aid agreements entered into by them that may affect the other party.

10. This Agreement shall remain in full force and effect from and after the date of signing, providing that the Agreement may be terminated by either of the parties after giving at least (90) ninety days written notice. Such Agreement contained herein shall be reviewed by the involved parties on an annual basis.

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IN WITNESS WHEREOF the parties hereto have hereunto set the hands of their authorized officers under seal on the date herein before written.

THE CORPORATE SEAL OF THE Central Coast Regional District, Noosatsum Water District; Hagensborg Waterworks District; and Nuxalk Nation Fire Department was hereunto affixed in the presence of:

  
FIRE CHIEF, BELLA COOLA FIRE DEPARTMENT

  
BELLA COOLA FIRE DEPARTMENT EXECUTIVE

  
NOOSATSUM IMPROVEMENT DISTRICT

*Scott K. Cole*  
FIRE CHIEF.

*Gileen Bilbis - Secretary*  
NOOSATSUM IMPROVEMENT DISTRICT

 - CHAIR PERSON  
HAGENSBORG IMPROVEMENT DISTRICT

 FIRE CHIEF  
HAGENSBORG IMPROVEMENT DISTRICT

  
NUXALK NATION

  
NUXALK NATION