

District of Barriere
REPORT TO COUNCIL
Request for Decision

Date: June 29, 2026	File:
To: Council	From: Fire Chief
RE: Mutual Aid Agreement between Simpcw First Nations and District of Barriere	
Recommendation: THAT Council approve the updated Barriere Fire Rescue – Simpcw First Nation Mutual Aid Agreement for the term of March 2026 to March 2029 as presented; and THAT Council authorize the Mayor and Corporate Officer to execute the agreement on behalf of the District of Barriere.	

Purpose

To present an updated Mutual Aid Agreement between the District of Barriere and Simpcw First Nation for Council's review and consideration, and to seek authorization for the Mayor and Corporate Officer to execute the agreement on behalf of the District.

Background

The District of Barriere and Simpcw First Nation have maintained a long-standing cooperative relationship in the provision of fire protection services. The current Mutual Aid Agreement was executed on December 14, 2015, to formalize the sharing of firefighting resources between Barriere Fire Rescue and the Chu Chua Volunteer Fire Department when additional assistance is required during emergency fire-related incidents, and has been amended from time to time, most recently in 2019.

For more than a decade, the agreement has provided a framework for both departments to support one another during incidents that exceed the capabilities or available resources of a single department. The agreement has contributed to improved emergency response capacity, firefighter safety, and community resilience for residents within both jurisdictions.

The current review provided an opportunity to modernize the agreement, reflect current fire service practices, broaden the scope from strictly fire-related incidents to encompass those of all emergency management aspects, update administrative information, and ensure appropriate insurance and liability provisions remain in place.

Both fire departments have been operating under this model for several years. The updated Mutual Aid Agreement formalizes existing practices and updates the agreement to reflect current operational realities and the collaborative relationship between the Departments.

Summary of Changes: 2015 Agreement vs. Updated 2026 Agreement

1. Fire Department Names Updated

Current 2015 Agreement

- References the Barriere Volunteer Fire Department and Simpcw First Nation Volunteer Fire Department.

2026 Update

- Updated to Barriere Fire Rescue and Chu Chua Volunteer Fire Department.

Impact: Administrative update reflecting current department operating names and organizational structure.

2. Expanded Scope of Mutual Aid

Current 2015 Agreement

- Mutual aid limited to the fighting and suppression of fires.
- Assistance could only be requested to fight a fire.

2026 Update

- Expands cooperation to include:
 - Carbon monoxide incidents
 - Motor vehicle incidents
 - Interface fire suppression
 - Other emergency incidents
 - Emergency Operations Centre (EOC) cooperation

Impact: Reflects modern emergency service operations and existing response practices between the two organizations.

3. Removal of Response Limits

Current 2015 Agreement

- Assistance was limited to:
 - One fire truck
 - Maximum five firefighters

2026 Update

- This restriction has been removed.

Impact: Allows Fire Chiefs to determine the appropriate level of assistance based on incident needs rather than an arbitrary staffing cap.

4. Enhanced Review Process

Current 2015 Agreement

- Capability review conducted annually by Fire Chiefs and confirmed with Councils.

2026 Update

- Fire Chiefs review capabilities every two years.
- Agreement reviewed by both Councils every three years.

Impact: Establishes a formal governance and review cycle.

5. Increased Insurance Requirements

Current 2015 Agreement

- General Liability Insurance: \$2 million
- Automobile Liability Insurance: \$2 million

2026 Update

- General Liability Insurance increased to \$5 million
- Automobile Liability Insurance increased to \$5 million

Impact: Aligns with current municipal risk-management standards and insurance expectations.

6. Fixed Agreement Term

Current 2015 Agreement

- Continued indefinitely from year to year until terminated.

2026 Update

- Establishes a defined term:
 - Effective March 2026
 - Expires March 2029 unless renewed or terminated.

Impact: Ensures periodic review and renewal rather than an evergreen agreement.

7. Updated Contact Information

2026 Update

- Updates municipal and Simpcw administrative contacts, addresses, and email information.

Impact: Administrative housekeeping.

8. Recognition of Modern Fire Service Operations

2026 Update

- Acknowledges cooperation beyond structural firefighting, including emergency incident response and EOC functions.

Impact: Better reflects current service delivery and broadens capacity for both jurisdictions and inter-agency operations.

Financial Impact:

There is no anticipated direct budget impact associated with entering into the updated agreement as presented. The draft agreement continues the existing practice whereby the requesting agency reimburses reasonable out-of-pocket expenses incurred by the assisting department during a mutual aid response.

Summary

The proposed 2026–2029 agreement renews this partnership while modernizing the document to reflect current emergency service operations.

Key updates include expanding mutual aid coverage to include a broader range of emergency incidents and management, increasing insurance requirements to current municipal standards, removing outdated response limitations, and establishing formal review periods. The draft agreement strengthens emergency response capacity for both communities and supports continued cooperation between Barriere Fire Rescue and the Chu Chua Volunteer Fire Department.

In addition to this update, the Fire Protection Services Agreement between the District of Barriere and Simpcw First Nations for the IR area within Louis Creek, is also currently under review between the Departments. Proposed updates to that agreement will be presented at a later date for Council discussion and consideration.

Benefits or Impact

The draft agreement supports Council's objectives related to public safety, emergency preparedness, regional cooperation, and relationship building with Simpcw First Nation. Continued mutual aid strengthens emergency response capacity for both communities and ensures resources can be shared when required.

Attachments

- Draft 2026-2029 Mutual Aid Agreement
- Current Mutual Aid Agreement

Recommendation

THAT Council approve the updated Barriere Fire Rescue – Simpcw First Nation Mutual Aid Agreement for the term of March 2026 to March 2029 as presented; and

THAT Council authorize the Mayor and Corporate Officer to execute the agreement on behalf of the District of Barriere.

Alternative Options

1. Council could choose not to enter into an updated mutual aid agreement & remain with the current agreement.
2. Council could amend the draft agreement prior to final approval.

Prepared by: Fire Chief, A. Hovenkamp

Reviewed by: D. Drexler, CAO



Emergency Services Mutual Aid Agreement



THIS AGREEMENT dated _____, 2026

DISTRICT OF BARRIERE

Box 219
4936 Barriere Town Rd.
Barriere, British Columbia
VOE 1E0

(hereinafter called the "District")

AND:

SIMPCW FIRST NATION (SimpCW)

Box 220
7555 Dunn Lake Rd.
Barriere, British Columbia
VOE 1E0

(hereinafter called the "SimpCW")

(collectively, the "Parties")

WHEREAS Simpcw operates the Chu Chua Volunteer Fire Department (the "Chu Chua Fire Dept.") and the District operates Barriere Fire Rescue ("Barriere Fire Rescue"); and,

WHEREAS the Chu Chua Fire Dept. and Barriere Fire Rescue each maintain their own firefighting equipment and personnel with each being responsible for a particular fire protection area (See Schedule "A" for the District's area and Schedule "B" for Simpcw's area) (the "Fire Protection Areas");

AND WHEREAS Simpcw and the District consider it to be to their mutual benefit to cooperate in the fighting of fires; and other areas of fire department and Emergency Operation Center (EOC)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the Parties here to agree as follows:

1. CO-OPERATION

1.1. The District of Barriere through Barriere Fire Rescue and Simpcw First Nation through the Chu Chua Fire Dept. will, according to the terms of this agreement, co-operate with each other in the fighting and suppression of fires and other emergency incidents (i.e.: Carbon Monoxide, Motor Vehicle Incidents, Interface Fire Suppression, etc.) within the Fire Protection Areas.

2. EMERGENCY

2.1. If in the opinion of the Fire Chief of either fire department, assistance is required within that fire department's Fire Protection Area to action fire suppression and other emergency incidents then the Fire Chief may request assistance from the other fire department who will dispatch equipment and firefighters as promptly as possible.

3. EXCEPTIONS

3.1. Nothing in this agreement shall be interpreted to oblige either Barriere Fire Rescue or Chu Chua Fire Dept. to respond to a request for assistance:

- (a) where the fire equipment and firefighters are already required for service to existing or possible incidents in their own Fire Protection Area;
- (b) where they are prevented from doing so by reason of the implementation of the Provincial Emergency Program or by other laws or regulations of the Provincial or Federal Governments.

4. FIRE DEPARTMENT CAPABILITIES

4.1. Neither Barriere Fire Rescue, nor the Chu Chua Fire Dept. will depend on the other to provide firefighting services and each will make every reasonable effort to train, equip and maintain their fire departments such that each can provide the fundamental firefighting services required in their respective Fire Protection Areas.

4.2. The capability of each party to support this agreement will be reviewed every two (2) years by the respective Fire Chiefs.

4.3. This agreement will be reviewed with the respective Councils every three years.

5. AUTHORITY

5.1. The equipment and firefighters dispatched to assist shall be under the authority and control of the Fire Chief in whose Fire Protection Area the fire has occurred; provided, however, the equipment and firefighters may be recalled at the direction of their own Fire Chief.

6. COSTS

6.1. There shall be no charges or fees paid for the services provided between the two fire departments, however, the fire department that requests assistance hereunder agrees to pay all of the out-of-pocket costs of the responding fire department including: fuel, oil, lost or damaged equipment, nourishment for personnel, etc.

7. AREA CHANGES

7.1. If a Fire Protection Area is enlarged, reduced, or altered in any other way, notice of the change will be given as soon as possible to the other fire department by providing a new Schedule to this agreement which thereafter will be the Fire Protection Area.

8. INDEMNITY

8.1. The Party to this agreement that requests and accepts assistance shall indemnify and save harmless the assisting other Party from and against all claims, demands, awards, judgements, actions, and/or proceedings brought or prosecuted in respect of damage to, or destruction of property, bodily injury (including death) and/or personal injury, and from and against any and all loss of, damage to or destruction of property and expenses and costs (including legal fees) suffered or incurred by the other Party arising out of or in any way connected with the other Party's giving of assistance under this agreement and whether or not caused by the other Party's negligence. The maintaining of insurance as required by this agreement shall not release either Party of its obligation to indemnify the other as set out in this paragraph.

9. PUBLIC LIABILITY INSURANCE

9.1. Each Party shall procure and maintain in force at its own cost during the entire term of this agreement a Comprehensive General Liability Insurance with a limit of not less than \$5,000,000 inclusive per occurrence for bodily injury, including death, personal injury and property damage. The insurance policy shall include the other Party as an additional insured and shall provide that coverage shall not be changed, cancelled or amended in any way until thirty (30) days written notice has been given to the other Party.

10. AUTOMOBILE INSURANCE

10.1. Each Party shall procure and maintain at its own cost during the entire term of this agreement Automobile Insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third-party liability shall be \$5,000,000, inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

11. POLICIES

11.1 The insurance policies required by this agreement shall be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and/or an insurance program managed and directed by the Municipal Insurance Association of British Columbia on behalf of the subscribing members. The policies may provide that the amount payable in the event of any loss will be reduced by a deductible and each Party shall be solely responsible for its own respective insurance deductibles. Within ten (10) days of execution of this agreement and at least thirty (30) days prior to the expiry of any policies each Party shall furnish the other Party with a Certificate or Certificates as evidence that such insurance as required by this agreement is in place.

12. DEFAULT OF INSURANCE

12.1. In the event that either Party fails to maintain the insurance as required by this agreement, the other Party may, at its option, secure and maintain insurance at such limits, coverage and with such deductible amounts, for such period of time as it deems reasonable. The Party failing to provide insurance shall pay upon demand to the other Party all costs of maintaining and purchasing such insurance.

13. WORKSAFE BC COVERAGE

13.1. Each Party shall provide coverage under WORKSAFE BC to the members of their respective volunteer fire departments. Within ten (10) days of execution of this agreement and at least thirty (30) days prior to the expiry of any policies each Party shall furnish the other Party with a Certificate or Certificates as evidence that such insurance as required by this agreement is in place.

14. TERM

14.1. This agreement shall take effect upon execution (the "Commencement Date") and shall continue for a five (5) year term, unless either Party gives ninety (90) days written notice to the other of its desire to terminate this agreement and, in such event, this agreement shall cease and have no further force or effect ninety (90) days from the date notice of termination is given.

15. NOTICES, DEMANDS AND OTHER COMMUNICATIONS

15.1. The address for delivery of any notice or written communication required or permitted to be given in accordance with this Agreement, including any notice advising the other Party of any change of address, shall be as follows

To Municipality:

Chief Administrative Officer
inquiry@barriere.ca

District of Barriere
Box 219
4936 Barriere Town Road
Barriere, BC VOE 1E0
Ph: (250)672-9751
Fax: (250)672-9708

To Simpcw:

Band Manager
band.manager@simpcw.com

Simpcw First Nation
Box 220
7555 Dunn Lake Road
Barriere, BC VOE 1E0
Ph: (250) 672-9995
Fax: (250) 672-5858

16. SEVERABILITY

16.1 If any provision of this Agreement is held by any Court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the enforceability of all other provisions of this Agreement shall be unimpaired.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

On behalf of Simpcw First Nations:

On behalf of District of Barriere:

Kukpi7 George Lampreau

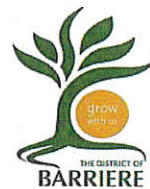
Mayor Robert Kerslake

Rhonda Kershaw, Administrator

Tasha Buchanan, Corporate Officer



Fire Protection Mutual Aid Agreement



THIS ORIGINAL AGREEMENT was made on the 14th day of December 2015
THIS FIRST REVISION was made this 11th day of March 2019

DISTRICT OF BARRIERE

Box 219
4936 Barriere Town Rd.
Barriere, British Columbia
VOE 1E0

(hereinafter called the "District")

AND:

SIMPCW FIRST NATION (SimpCW)

Box 220
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(collectively, the "Parties")

WHEREAS Simpcw operates the Chu Chua Volunteer Fire Department (the "Chu Chua Fire Dept.") and the District operates Barriere Fire Rescue ("Barriere Fire Rescue."); and,

WHEREAS the Chu Chua Fire Dept. and Barriere Fire Rescue. each maintain their own firefighting equipment and personnel with each being responsible for a particular fire protection area (See Schedule "A" for the District's area and Schedule "B" for Simpcw's area) (the "Fire Protection Areas");

AND WHEREAS Simpcw and the District consider it to be to their mutual benefit to cooperate in the fighting of fires;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. CO-OPERATION

1.1. The District of Barriere through Barriere Fire Rescue, and Simpcw First Nation through the Chu Chua Fire Dept. will, according to the terms of this agreement, co-operate with each other in the fighting and suppression of fires within the Fire Protection Areas.

2. EMERGENCY

2.1. If in the opinion of the Fire Chief of either fire department, assistance is required within that fire department's Fire Protection Area to fight a fire then the Fire Chief may request assistance from the other fire department who will dispatch equipment and firefighters as promptly as possible.

3. EXCEPTIONS

3.1. Nothing in this agreement shall be interpreted to oblige either Barriere Fire Rescue or Chu Chua Fire Dept. to respond to a request for assistance:

- (a) where the fire equipment and firefighters are already required for service to existing or possible incidents in their own Fire Protection Area;
- (b) with more than one fire truck and/or five firefighters; or
- (c) where they are prevented from doing so by reason of the implementation of the Provincial Emergency Program or by other laws or regulations of the Provincial or Federal Governments.

4. FIRE DEPARTMENT CAPABILITIES

4.1. Neither Barriere Fire Rescue, nor the Chu Chua Fire Dept. will depend on the other to provide firefighting services and each will make every reasonable effort to train, equip and maintain their fire departments such that each can provide the fundamental firefighting services required in their respective Fire Protection Areas.

4.2. The capability of each party to support this agreement will be reviewed on an annual basis by the respective Fire Chiefs.

4.3. This agreement will be reviewed with the respective Councils every three years.

5. AUTHORITY

5.1. The equipment and firefighters dispatched to assist shall be under the authority and control of the Fire Chief in whose Fire Protection Area the fire has occurred; provided, however, the equipment and firefighters may be recalled at the direction of their own Fire Chief.

6. COSTS

6.1. There shall be no charges or fees paid for the services provided between the two fire departments, however, the fire department that requests assistance hereunder agrees to pay all of the out-of-pocket costs of the responding fire department including: fuel, oil, lost or damaged equipment, nourishment for personnel, etc.

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7.1. If a Fire Protection Area is enlarged, reduced or altered in any other way, notice of the change will be given as soon as possible to the other fire department by providing a new Schedule to this agreement which thereafter will be the Fire Protection Area.

8. INDEMNITY

8.1. The Party to this agreement that requests and accepts assistance shall indemnify and save harmless the assisting other Party from and against all claims, demands, awards, judgements, actions, and/or proceedings brought or prosecuted in respect of damage to, or destruction of property, bodily injury (including death) and/or personal injury, and from and against any and all loss of, damage to or destruction of property and expenses and costs (including legal fees) suffered or incurred by the other Party arising out of or in any way connected with the other Party's giving of assistance under this agreement and whether or not caused by the other Party's negligence. The maintaining of insurance as required by this agreement shall not release either Party of its obligation to indemnify the other as set out in this paragraph.

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11. POLICIES

11.1 The insurance policies required by this agreement shall be underwritten by a responsible insurance company or companies licensed to do business in the Province of British Columbia and/or an insurance program managed and directed by the Municipal Insurance Association of British Columbia on behalf of the subscribing members. The policies may provide that the amount payable in the event of any loss will be reduced by a deductible and each Party shall be solely responsible for its own respective insurance deductibles. Within ten (10) days of execution of this agreement and at least thirty (30) days prior to the expiry of any policies each Party shall furnish the other Party with a Certificate or Certificates as evidence that such insurance as required by this agreement is in place.

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Chief Administrative Officer
inquiry@barriere.ca

District of Barriere
Box 219
4936 Barriere Town Road
Barriere, BC VOE 1E0
Ph. (250) 672-9751
Fax 250) 672-9708

To Simpcw:

Band Manager
band.manager@simpcw.com

Simpcw First Nation
Box 220
7555 Dunn Lake Road
Barriere, BC VOE 1E0
Ph. (250) 672-9995
Fax (250) 672-5858

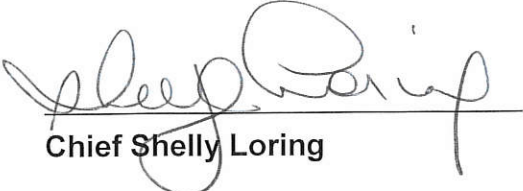
16. SEVERABILITY

16.1 If any provision of this Agreement is held by any Court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the enforceability of all other provisions of this Agreement shall be unimpaired.

IN WITNESS WHEREOF the parties hereto have executed this Agreement

On behalf of Simpcw First Nation:

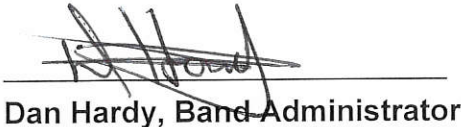
On behalf of the District of Barriere:



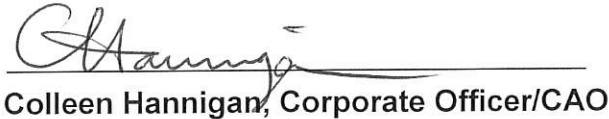
Chief Shelly Loring



Mayor Ward Stamer



Dan Hardy, Band Administrator



Colleen Hannigan, Corporate Officer/CAO