

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2023.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

770 Harmston Avenue,
Courtenay, B.C. V9N 0G8.

AND:

THE CITY OF COURTENAY

830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

AND:

THE TOWN OF COMOX

1809 Beaufort Avenue
Comox, B.C. V9M 1R9

AND:

THE VILLAGE OF CUMBERLAND

2673 Dunsmuir Avenue
Box 340
Cumberland, B.C. V0R 1S0

AND:

THE SHIPS POINT IMPROVEMENT DISTRICT

7729 Vivian Way
Fanny Bay B.C. V0R 1W0

AND:

THE CITY OF CAMPBELL RIVER

301 St. Ann's Road
Campbell River, B.C. V9W 4C7

(herein after referred to as the "Parties")

WHEREAS:

- A. Sections 176 and 745 of the Local Government Act and section 23 of the Community Charter empowers local governments and improvement districts to enter into mutual aid agreements with other jurisdictions;
- B. The Comox Valley Regional District provides fire protection services through bylaws as shown in attachment B ;
- C. There would be a benefit in the form of improved safety and fire protection for area residences from such an agreement between the local authorities that are Parties to this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES the Parties, in consideration of the agreements, premises and mutual promises contained in the agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed with one another as follows:

1.0 DEFINITIONS AND INTERPRETATION

In this agreement:

- 1.1. "Area of Jurisdiction" means the territorial area over which each party has legal authority to provide emergency services.
- 1.2. "Consumables" includes but is not limited to foam and absorbents and does not include water.
- 1.3. "Emergency" includes but is not limited to confined space rescue, high-angle rescue, HAZMAT, water rescue and fire suppression.
- 1.4. "Emergency Resources" means persons and equipment designated by a Providing Department for the purpose of providing assistance to a Requesting Department, all or a portion of which may be made available to a Requesting Department to assist.
- 1.5. "Officer in Charge" means the Officer in Charge of a fire department at the time of a request.
- 1.6. "Party" means any Party to this agreement.
- 1.7. "Providing Department" means a fire department providing assistance under this agreement.
- 1.8. "Requesting Department" means any fire department requesting assistance under this agreement.

2.0 PREAMBLE

Regardless of the size of a jurisdiction there may be times when that jurisdiction may require additional resources. A large fire, or other Emergency, can quickly exhaust the resources of any single jurisdiction. Large fires may require additional manpower, equipment and supplies. Other emergencies may require specialized equipment or other resources.

The increasing complexity of emergency response services makes it virtually impossible for any one single jurisdiction to be able to provide adequate resources for every potential scenario they may face within their jurisdiction. These complex emergencies often require "specialized" resources that may not be available from within the jurisdiction in which they occur. Large or multiple fires may also quickly exhaust the resources of a single jurisdiction. In these cases it may be necessary and beneficial to request resources from a neighbouring jurisdiction. This agreement may, over time, allow greater fire department specialization yielding more efficient overall use of resources at a reduced cost.

Emergency response frequently requires a rapid deployment of resources. This agreement is intended to minimize delay in securing additional or specialized resources from a number of potential fire departments.

The Requesting Department has certain powers and authorities within its own Area of Jurisdiction. In order to provide an efficient response the intent of this agreement is that the members of the Providing Department will have the same powers and authorities as the Requesting Department in relation to controlling or acting at an Emergency.

The local governments that are signatories to this agreement have a broad range of resources and expertise within their respective fire departments. In order to ensure fairness to all taxpayers, it is intended that equipment, firefighters and supplies be provided to a Requesting Department on a cost recovery basis.

3.0 TERM

- 3.1 The term of this agreement shall be for five (5) years commencing on May 9, 2023 and ending on May 10, 2028. (the "Term")
- 3.2 Any Party may terminate its participation in the agreement with thirty (30) days written notice to all other parties.
- 3.3 This agreement, upon expiry, shall remain in effect on a month to month basis unless a Party wishing to terminate its participation provides written notice. Such notice to be provided to all other parties to the agreement.

4.0 REQUESTING ASSISTANCE

- 4.1 Where the Officer in Charge determines that an Emergency exists that is beyond the capabilities of his/her resources he/she may request additional Emergency Resources from an Officer in Charge representing the fire department of any of the Parties to this agreement.
- 4.2 A department who receives a request for Emergency Resources may, at their sole discretion determine if they can fulfill the request. If the requested department determines it is unable to fulfill the request, that decision will be communicated to the Requesting Department. Nothing in this agreement shall be interpreted as requiring any Party or their fire department to supply Emergency Resources to another Party or their fire department.
- 4.3 The Officer in Charge of the Requesting Department shall immediately release from active assistance, a Providing Department if the Providing Department's Emergency Resources are required in their own Area of Jurisdiction.
- 4.4 A Requesting Department shall advise a Providing Department in a timely manner that their Emergency Resources are no longer required and shall not typically require the Providing Department for clean-up.
- 4.5 The Requesting Department's Officer in Charge has the authority to command and control the Emergency Resources of the Providing Department until such time as the Requesting Department notifies the Providing Department that their Emergency Resources are no longer required.

5.0 PAYMENT OF SERVICES - COST RECOVERY

- 5.1 Where a Providing Department provides Emergency Resources to a Requesting Department, the Requesting Department agrees to reimburse the Providing Department as requested for those Emergency Resources utilized in accordance with the following:
- a. As per Attachment A titled "Reimbursement rates Emergency Resources" as amended from time to time;
 - b. Replacement or costs of all Consumables used by the Requesting Department related to the request; and
 - c. Costs of repairing damage to or loss of any portable equipment, tools, hose, ladders, clothing or any other such items.
- 5.2 Parties will reconcile their use of this agreement, with regards to section 5.1(a) at the end of each calendar year. Parties would be invoiced before January 10 of each year and payment is expected within 120 days.
- 5.3 All Parties agree that in regards to item 5.1(b) and 5.1(c), replacement of Consumables and damage or loss, any amounts owing would be paid on demand.

- 5.4 Any Party may, at their sole discretion, decide not to invoice any other Party for any of the above items identified in Section 5.
- 5.5 If the Providing Department intends to issue an invoice, it must notify the Requesting Department of this intent, in writing, within 30 days of the Emergency assistance.

6.0 INDEMNIFICATION

- 6.1 A Party requesting assistance under this agreement hereby releases a Party providing assistance, its Responding Department, elected officials, officers, employees, contractors and volunteers from and against all claims, demands, expenses, costs, actions, suits, damages, and liabilities of every kind arising between the Parties for failure of the Responding Department to respond to a request from a Requesting Department.
- 6.2 A Party requesting assistance under this agreement agrees and does hereby indemnify and save harmless a Party providing assistance, its Responding Department, its officers, employees, contractors and volunteers from and against all claims, demands, expenses, costs, actions, suits, damages, and liabilities of every kind for damage or injury to person or property, including death, directly or indirectly arising from the Responding Department's response, assistance, conduct and activity under this agreement except where such liability is caused by the malicious or grossly negligent misconduct of the Responding Department, its officials, employees, contractors and volunteers.

7.0 INSURANCE

- 7.1 Each Party shall maintain insurance coverage on its own fire fighting equipment.
- 7.2 Each Party shall maintain WorkSafeBC coverage and other required coverage for the personnel of its own Fire Department.
- 7.3 Each Party shall maintain liability insurance coverage that provides coverage for personal injury and property damage arising from or in connection with the Services, in an amount of not less than \$5,000,000 per occurrence
- 7.4 The CVRD must be named as an additional insured to that policy of insurance, but only with respect to the operations of the Party in the performance of the agreement, and will provide the CVRD with a certificate of insurance showing the CVRD so named

8.0 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

- 8.1 In providing the services and at all times, the Parties will comply with all applicable health and safety regulations, including the *Occupational Health and Safety Regulation*, B.C. Reg. 296/97 (as amended by Regulation 185/99) and will sign the approved safety agreement provided by the CVRD.
- 8.2 The Parties will comply generally with the *Workers' Compensation Act* and in particular will obtain and maintain during the term of this agreement any necessary coverage for the Contractor employees, and will, upon request by the CVRD, provide evidence as to such coverage.

9.0 RECORD KEEPING

- 9.1 Both the Requesting Department and the Responding Department shall maintain records of such assistance for the purpose of cost recovery. These records shall be maintained for two

years and shall be made available to the other Parties and fire chiefs involved in a request for assistance.

10.0 DISPUTE RESOLUTION

10.1 Should a dispute arise regarding annual reconciliation, invoicing or any other matter involving this agreement, a three-member panel of Parties' fire chiefs which may include the manager of fire services of the CVRD, who are not directly involved with the dispute, will adjudicate it. Their decision will be binding and based on information obtained from both parties and the content of this agreement.

11.0 RESOURCE LIST

11.1 The Comox Valley Fire Chiefs Association will maintain a list of resources of each local fire department. This list will be updated annually and made available to all Parties and fire chiefs.

12.0 SPECIALIZED EQUIPMENT

12.1 The Parties to this agreement agree that it is beneficial to have different fire departments develop differing specialized services. Examples of these specialized services include but are not limited to: confined space rescue, high-angle rescue, HAZMAT, water rescue, and aerial equipment. However; nothing in this agreement limits any Party from developing any of their own specialized resources or compels any Party to develop such resources.

13.0 AMENDMENT

13.1 This agreement may only be amended by written agreement of the Parties in the form of a formal amending agreement.

14.0 TERMINATION

14.1 Each Party to this agreement agrees to appropriately terminate any other pre-existing mutual aid agreement that is in place with any other Party to this agreement and agrees that this agreement will replace any pre-existing mutual aid agreements.

15.0 COUNTERPARTS

15.1 This agreement may be signed in counterparts, which together shall constitute one agreement. If this agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

COMOX VALLEY REGIONAL DISTRICT

Chair

Corporate Legislative Officer

THE CITY OF COURTENAY

Name and Title

Name and Title

THE TOWN OF COMOX

Name and Title

Name and Title

VILLAGE OF CUMBERLAND:

Name and Title

Name and Title

SHIPS POINT IMPROVEMENT DISTRICT

Name and Title

Name and Title

CITY OF CAMPBELL RIVER

Name and Title

Name and Title

ATTACHMENT A

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT

Reimbursement rates for Emergency Resources

Emergency Resource reimbursement rates are as per the Province of BC document “Inter-Agency Operational Procedures and Reimbursement Rates” as amended from time to time.

Specialized Emergency Resource Reimbursement rates are as follows:

Fireboat with a minimum of two firefighters	\$495.00/hour
Hazmat “B” trailer, tow vehicle & four firefighters	\$440.00/hour
Hazmat Special Operations apparatus “Level A”	At rate of structural Engine – Type 1

ATTACHMENT B

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT

Comox Valley Regional District Fire Protection Service Areas

Denman Island Fire Protection LSA: Bylaw No. 2045, a bylaw to provide fire protection and suppression for the residents of Denman Island.

Hornby Island Fire Protection LSA: Bylaw No. 2011, a bylaw to provide fire protection and suppression for the residents of Hornby Island.

Fanny Bay Fire Protection LSA: Bylaw No. 1992, a bylaw to authorize the provision of fire protection service to a specified area within Electoral Area A.

Black Creek/Oyster River Fire Protection LSA: Bylaw No. 1964, a bylaw to authorize the provision of fire protection service to a specified area within Electoral Areas C and D.

Greater Merville Fire Protection LSA: Bylaw No. 484, a bylaw to provide fire protection service in the Greater Merville community.

Mount Washington Resort Community Fire Protection Service: Bylaw No. 433 a bylaw to authorize the provision of fire protection to Mount. Washington resort community.

Union Bay Fire Protection Bylaw No. 658, a bylaw to authorize the provision of fire protection, suppression, emergency response and rescue operations the Union Bay Community.