

DATE: June 3, 2021

FILE: 7200-01

TO: Chair and Directors
Regional District Board

FROM: Russell Dyson
Chief Administrative Officer

Supported by Russell Dyson
Chief Administrative Officer

R. Dyson

RE: Department of National Defence: Agreement Mutual Firefighting Assistance

Purpose

To request the Comox Valley Regional District (CVRD) enter into an agreement with the Department of National Defense (DND), representing Canadian Forces Base (CFB) Comox, allowing regional district fire departments to request assistance, or respond to requests for assistance, from the CFB Comox Fire Department on a cost recovery basis.

Recommendations from the Chief Administrative Officer:

THAT the Comox Valley Regional District enter into an agreement for mutual firefighting assistance with the Department of National Defense representing Canadian Forces Base Comox;

AND FURTHER THAT the Chair and Corporate Legislative Officer be authorized to execute the agreement.

Executive Summary

- The previous Mutual Aid Agreement with the DND expired in 2019;
- DND has offered the continued month-to-month use of that agreement as they develop the new agreement;
- DND has developed and provided the new agreement, attached as Appendix A, for review and consideration;
- If endorsed, the renewed Mutual Aid Agreement will provide for the continued prompt and legal access to fire department emergency resources should they be needed and available.

Prepared by:

Concurrence:

J. Bast

D. DeMarzo

James Bast
Manager of Fire Services

Doug DeMarzo
General Manager of
Community Services

Government Partners and Stakeholder Distribution (Upon Agenda Publication)

Hornby Island Fire Rescue	✓
Denman Island Fire Rescue	✓
Fanny Bay Volunteer Fire Department	✓
Oyster River Fire Rescue	✓

Background/Current Situation

DND maintains a fire department at CFB Comox to serve its facilities, the airport, and the residences located on the base.

In May of 2014 the CVRD joined the following authorities in signing the first Mutual Assistance Fire Services Agreement with DND:

- City of Courtenay;
- Town of Comox;
- Village of Cumberland;
- Union Bay Improvement District;
- Ships Point Improvement District; and
- City of Campbell River.

Although the original agreement expired in 2019, the fire services have continued the Mutual Assistance Fire Services Agreement on a month-to-month basis as the DND developed a new agreement, attached as Appendix A.

The new agreement maintains the efficiencies and advantages to all fire service providers as parties to the agreement including:

- The ability to legally and promptly access the resources of CFB Comox should they be needed and available;
- The ability to access specialized equipment and trained personnel that the requesting fire department may not have;
- The ability to recover some of the costs of providing assistance.

Policy Analysis

Section 263 of the *Local Government Act (RSBC, 2015 c.1)* empowers the CVRD to enter into Mutual Aid Agreements with other jurisdictions.

Mutual Aid Agreements must be approved by the Board in accordance with:

- “Comox Valley Regional District Fire Services Administration Bylaw No. 280, 2013”; and
- “Black Creek – Oyster Bay Fire Services Administration Bylaw No. 293, 2014”.

Options

The options available for the board to consider are:

1. Enter into a Mutual Aid Agreement with DND;
2. Request further information.

This report provides information in support of option 1.

Financial Factors

As the proposed agreement is based on a “cost recovery” basis, it is possible that it may have a financial impact on the operational budget of any fire department that requires mutual aid assistance from the DND. However, past records have shown that incurring these costs is a very rare occurrence. Further, the possible additional costs are estimated to be manageable within each fire department’s operational budget.

Legal Factors

The agreement was developed by legal counsel for DND.

During the development of the agreement, comments were received by:

- CVRD’s legal counsel; and
- Municipal Insurance Association of BC.

Regional Growth Strategy Implications

Not relevant

Intergovernmental Factors

If approved, the Mutual Aid Agreement with DND would represent a continuing working relationship with a department of the federal government, and continued efficiencies that provide for an enhanced fire protection service.

Interdepartmental Involvement

Financial Services and Community Services staff collaborated on the review of the Mutual Aid Agreement and provided input to DND.

Citizen/Public Relations

If approved, the Mutual Aid Agreement with DND will continue providing enhanced fire protection service to the citizens of the regional district at little or no cost.

Attachment: Appendix A – Fire Services Mutual Aid Agreement

MUTUAL AID AGREEMENT

This Memorandum of Agreement, made in duplicate, this ____ day of _____, 20__

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of National Defence (hereinafter referred to as “the **Minister**”).

AND:

COMOX VALLEY REGIONAL DISTRICT in the Province of British Columbia

WHEREAS the Minister maintains a Fire Department for the protection of the 19 Wing Comox;

AND WHEREAS the Comox Valley Regional District maintains a Fire Department for protection within its fire protection area;

AND WHEREAS the parties wish to arrange for mutual assistance in fire emergencies; and

NOW THEREFORE, in consideration of the premises and of the mutual undertaking hereinafter, the PARTIES HERETO AGREE each with the other as follows:

Request for assistance

1. Subject to the availability of firefighters and equipment, as listed in Schedule “A” titled “List of Resources Potentially Available – by Fire Department”, each party will respond to a call for assistance as may be requested by another party in a fire emergency, but nothing contained in this Agreement shall require a party to provide personnel or equipment where firefighting resources are deemed unavailable. Points of contacts for assistance calls are identified in Schedule “B”.
2. The Senior Fire Officer of the party receiving a request for assistance shall have sole discretion to determine what assistance can be given and what firefighters and equipment can be made available, and shall have the right to withdraw such assistance when and to the extent that, in their judgement, circumstances and responsibilities require them to do so. In this Agreement the expression “Senior Fire Officer” means, in the absence of such officer, the Fire Chief, the deputy or any other person discharging duties or responsibilities during the period of assistance.
3. Any call for firefighting assistance purporting to be made by the Senior Fire Officer of a party shall constitute a request for assistance pursuant to this Agreement.
4. At the fire ground, personnel and equipment of the assisting party shall remain under the direction of its Senior Fire Officer available at the fire scene to the Senior Fire Officer of the party requesting assistance.
5. In the case where assistance is provided, the parties agree that the initial use of resources will be done in accordance with Schedule “C”.

Period of Assistance

6. For purposes of this Agreement, the period of assistance shall be deemed to commence at the time the call for assistance is received by the fire department of the assisting party and will end at the time the fire department of the assisting party arrives at its home fire hall, exclusive of any period during which its equipment may be immobilized at the fire ground by reason of accident or mechanical breakdown, or during which it may be prevented by mechanical defects or deficiencies in its equipment from useful employment in fighting the fire.

Financial Provision

7. Upon receipt of a detailed statement of account certified by the Senior Fire Officer of the assisting party in response to a request for assistance made under the terms of paragraph 3, the requesting party shall:
 - a. As per Schedule "D" titled "Reimbursement Rates for Emergency Resources for the Municipalities Fire Departments" and Schedule "E" titled "Reimbursement Rates for Emergency Resources for 19 Wing Fire Department", as amended from time to time (preferably annually, where possible); and
 - b. Reimbursement of costs of all consumables used for the benefit of the requesting party, as related to the request.
 - c. In the event that the Minister provides firefighter personnel as requested, the Minister will be required to backfill these personnel for operational purposes and as a result any incremental costs related to this backfill will be the responsibility of the requesting Municipality.

Liability

8. The parties agree that they will not use C8 Class B foam when answering a request for assistance.
9. No party shall have or assert any claim against another party for loss, damage, or injury to persons or property attributable to the performance of this Agreement.
10. The party requesting assistance shall indemnify and save harmless the assisting party from and against any and every claim or demand by a person not a party to this Agreement that:
 - a. Is based on an event that occurs during a period of assistance as defined in paragraph 6; and
 - b. Is attributable to, or in any way connected with, the performance by a party of its obligations under this Agreement,

provided, however, that the expression "claim or demand" shall not for purposes of this clause include an assessment by the Workers Compensation Board of the Province.
11. Notwithstanding any other provision of this Agreement, this Agreement is subject to the *Crown Liability and Proceedings Act*. In no event shall the liability of Her Majesty, her officers, employees, servants, and agents, including but not limited to all members of the Department of National Defence, exceed or conflict with the provisions of the *Crown Liability and Proceedings Act*. If there is a conflict between this Agreement and the provisions of the *Crown Liability and Proceedings Act*, the provisions of the *Crown Liability and Proceedings Act* shall prevail and the terms within this Agreement that are inconsistent with the *Crown Liability and Proceedings Act* shall be superseded or varied to the extent necessary to give full effect to such Act but otherwise consistent with this Agreement.

Training on Equipment

12. It is agreed that having personnel from all parties trained on the other parties' equipment is essential to ensure the safety of all personnel and efficient work during an emergency. Training required will be determined by the Senior Fire Officer of each party and may be completed on all equipment and at another party's location. All parties to this Agreement assume all liability for their personnel and equipment during the training.
13. The Senior Fire Officers of the parties hereto shall be responsible for such mutual consultation and the adoption of such measures as they deem expedient in order to

familiarize the firefighters of each party with the fire risks and the fire protection facilities available to assist them in the area for which the other parties hereto are responsible.

Amendment and Review

- 14. This Agreement shall be reviewed every two (2) years from the date of signing by the parties at a time of their choosing. It may be amended only with the written consent of all parties.

Duration and Termination

- 15. This Agreement shall become effective on the date of the last signature and shall remain in force until it is terminated. It may be terminated at any time by a party giving to the others a written notice specifying therein a date of at least three (3) months from the giving of such notice upon which this Agreement is to terminate, and on the date so specified this Agreement shall be at an end, but without prejudice to any right of another party arising hereunder prior to termination.

Specific Condition

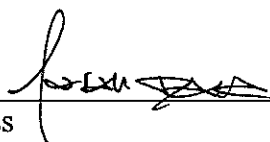
- 16. No bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into this Memorandum of Agreement.

IN WITNESS THEREOF this Agreement has been executed

On behalf of Her Majesty the Queen in right of Canada, by



19 Wing Commander


Witness

This 20 day of April 20.21

On behalf of Comox Valley Regional District, by

Chair

Corporate Legislative Officer

This ____ day of _____ 20... _____

Schedule "A"

List of Resources Potentially Available – by Fire Department

19 Wing Comox

Truck Number and Function	Year	Make	Pump Capacity	Water Tank Size	Foam Tank Size
Red 1	2010	E-One	6000 L/Min	3785 L	2x 130 L
Red 4 (Aerial)	2018	Rosenbauer T-Rex 115'	7000 L/Min	1200 L	N/A
R 15 Command Vehicle	2010	Ford F-450	N/A	N/A	N/A
R-14	2014	F-350 Light Rescue	N/A	N/A	N/A
R 16 (Range Vehicle) (Brush fire)	2014	Dodge Ram 1500 Utility Vehicle	N/A	N/A	N/A
R 7	2012	E-One	5678 L/Min	12000 L	1500 L
R8	2009	E-One	5678 L/Min	6000 L	776 L
R9	2009	E-One	5678 L/Min	6000 L	776 L
R10	2009	E-One	5678 L/Min	6000 L	776 L
HAZMAT Trailer	2000	N/A	N/A	N/A	N/A

Schedule "B"**List of Fire Departments and Respective Points of Contact (POC)**

19 Wing Fire Department

Title	Name	Business	Mobile	Email
Fire Chief	Martin Letourneau	250-339- 8211;8552	250-465-8185	Martin.letournea u@forces.gc.ca
Deputy Fire Chief	Kenneth Munro	250-339- 8211;6698	250-897-2943	Kenneth.munro @forces.gc.ca

Schedule "C"

Initial Use of Emergency Resources

Initial Use of Emergency Resources			
Building or Location	On the territory of	Initial Response	With the help of
On or along Highway...	M/DND	M	19W
Streets ... in Married Quarters Area	DND	19W	M
Married Quarters	DND	DND/M	M
Streets ... in Married Quarters Area	DND	DND/M	M
Married Quarters	DND	DND/M	19W/M
CANEX	DND	DND/M	19W/M
Sport building	DND	DND/M	19W/M
Off DND	M	M	19W

19W: 19 Wing Comox

M: Municipality

DND: Department of National Defence

Schedule “D”**Reimbursement Rates for Emergency Resources
for the Municipalities Fire Departments**

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 Unit, tow vehicle & four firefighters	\$440.00/hour
Air Trailer	\$250/hour

Schedule "E"**Reimbursement Rates for Emergency Resources for 19 Wing Fire Department**

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 Unit, tow vehicle & four firefighters	\$440.00/hour
Air Trailer	\$250/hour