

DATE: December 2, 2020

FILE: 7200-20/Fanny Bay

TO: Chair and Directors
Electoral Areas Services Committee

FROM: Russell Dyson
Chief Administrative Officer

Supported by Russell Dyson
Chief Administrative Officer

R. Dyson

RE: Fanny Bay Volunteer Fire Department, Mutual Aid Agreement

Purpose

To recommend that the Comox Valley Regional District (CVRD) renew a fire service mutual aid agreement with the Deep Bay Improvement District and the Ships Point Improvement District, allowing the Fanny Bay Volunteer Fire Department to request assistance, or respond to a request for assistance with neighbouring fire departments.

Recommendation from the Chief Administrative Officer:

THAT the Comox Valley Regional District, representing the Fanny Bay fire protection service, endorse the renewal of a mutual aid agreement with the Deep Bay Improvement District and the Ships Point Improvement District, by extending the term to March 15, 2025.

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

Executive Summary

The Fanny Bay fire protection service has participated in a mutual aid agreement with the Deep Bay Improvement District and the Ships Point Improvement District since 2010.

Staff have developed an updated and consolidated draft mutual aid agreement for the board’s consideration (attached as appendix A).

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)

Ships Point Improvement District	✓
Deep Bay Improvement District	✓
Fanny Bay Volunteer Fire Department	✓

Background/Current Situation

The Fanny Bay fire protection service area borders the Deep Bay Improvement District and the Ships Point Improvement District.

The mutual aid agreement is an effective mechanism to allow prompt and legal access to neighbouring emergency resources. Further, this agreement extends WorkSafe BC coverage to firefighters on an assistance call outside of their service area.

The current mutual aid agreement dated March 15, 2010 was amended to:

- extend the term to March 15 2020 and
- upon expiry, allow the agreement to remain in effect on a month-to-month basis.

Staff have developed an updated and consolidated draft mutual aid agreement for Board's consideration (attached as appendix A).

Policy Analysis

The "Comox Valley Regional District Fire Services Administration Bylaw No. 280, 2013" confirms that fire service mutual aid agreements shall be approved by the board.

Financial Factors

The mutual aid agreement provides for the reimbursement of costs for consumables and the repairs to equipment incurred during an incident. Neither requesting assistance, nor providing assistance under this agreement is anticipated to affect the Fanny Bay fire protection service budget.

Legal Factors

This updated and consolidated mutual aid agreement was reviewed by:

- Municipal Insurance Association of BC; and
- Legal counsel.

Regional Growth Strategy Implications

Not relevant

Intergovernmental Factors

If approved, the mutual aid agreement would represent the continuing working relationship with the Deep Bay and Ships Point Improvement Districts, 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.

Citizen/Public Relations

If approved, the mutual aid agreement will continue providing enhanced fire protection service to the citizens of the regional district at little or no cost.

Attachments: Appendix A – "DRAFT mutual aid agreement Deep Bay, Ships Point, Fanny Bay"

MUTUAL AID AGREEMENT

MADE THIS _____ DAY OF _____, 20_____.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT
(representing the Fanny Bay Volunteer Fire Department)
 770 Harmston Avenue
 Courtenay, BC V9N 0G8

AND:

DEEP BAY IMPROVEMENT DISTRICT
 5031 Mountainview Road
 Bowser, BC V0R 1G0

AND:

SHIPS POINT IMPROVEMENT DISTRICT
 7729 Vivian Way
 Fanny Bay, BC V0R 1W0

(each a “**Party**” and collectively the “**Parties**”)

WHEREAS

- A. The Comox Valley Regional District (CVRD) provides fire protection services to the community of Fanny Bay through Bylaw No. 1992, a bylaw which authorizes the provision of fire prevention and suppression services to the Fanny Bay Fire Protection local service area within Electoral Area ‘A’:
- B. Sections 176 and 745 of the *RSBC 2015 Local Government Act* empowers local governments and improvement districts to enter into mutual aid agreements with other jurisdictions.
- C. There would be a benefit in the form of improved safety and fire protection for the residences in the areas covered by the Parties from such an Agreement between the Parties.

NOW THEREFORE the Parties, in consideration of 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. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement,

- (a) “Area of Jurisdiction” means the territorial area over which each Party has legal authority to provide emergency services.
- (b) “Consumables” includes but is not limited to: foam and absorbents but does not include water.
- (c) “CVRD-Ships Point Agreement” means the Comox Valley Fire and Rescue Services Agreement dated May 28, 2013.
- (d) “Mutual Aid” means the provision of fire prevention and suppression services by a Responding Party in the Area of Jurisdiction of a Requesting Party and includes the

supplies, equipment, personnel, information, and other resources to provide such services

- (e) “Officer in Charge” means the person in command of a fire department at the time of a request for Mutual Aid and, for greater certainty, for the Comox Valley Regional District means the person in command of the Fanny Bay Volunteer Fire Department.
- (f) “Responding Party” means a Party providing assistance under this Agreement.
- (g) “Requesting Party” means a Party requesting assistance under this Agreement.

1.2. Interpretation

- (a) Section and paragraph headings are inserted for interpretive purposes only and do not form a part of this Agreement
- (b) Wherever the singular, masculine, and neuter are used throughout this Agreement, the same will be construed as meaning the plural or feminine or body corporate or politic as the context so requires;
- (c) This Agreement will be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

2. TERM

- 2.1. The term of this Agreement commences on signing and ends no later than March 31, 2025 (the "**Term**").
- 2.2. Any Party may terminate its participation in the Agreement with sixty (60) days written notice to the other Parties.
- 2.3. For greater certainty, if a Party terminates its rights and obligations under this Agreement, this Agreement will continue in force between the remaining Parties.
- 2.4. This Agreement, upon expiry of the Term, will 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.

3. REQUESTING ASSISTANCE

- 3.1. If an Officer in Charge of a Requesting Party determines that an emergency exists that is beyond the capabilities of that Party to address, they may request Mutual Aid from an Officer in Charge representing the other Parties.
- 3.2. A request under Section 3.1 will, to the best of the Requesting Party’s ability, provide details of the emergency requiring Mutual Aid, particulars of the requested supplies, equipment, personnel, information, or other resources requested and anticipated duration of the request.

4. PROVISION OF ASSISTANCE

- 4.1. The Officer in Charge of a Party from whom Mutual Aid has been requested under this Agreement will, as soon as practically possible after receiving the request for Mutual Aid, determine, in their sole discretion, whether and to what extent the requested supplies, equipment, personnel, information or other resources of their local government may be deployed to assist the Requesting Party.

- 4.2. Nothing in this Agreement requires the Officer in Charge of a Responding Party to deploy supplies, equipment, personnel, information or other resources to assist a Requesting Party if the Officer in Charge has determined that the supplies, equipment, personnel, information or other resources are unavailable or are required to provide services for the Responding Party.
- 4.3. If the Officer in Charge of a Party from whom Mutual Aid has been requested under this Agreement determines to respond to the request, the Officer in Charge will:
 - (a) immediately advise the Officer in Charge of the Requesting Party of the particulars of the requested supplies, equipment, personnel, information, or other resources of their local government that are available for deployment;
 - (b) immediately advise the Officer in Charge of the Requesting Party of the duration of the period for which the requested supplies, equipment, personnel, information, or other resources of their local government are available for deployment to the Requesting Party; and
 - (c) deploy such supplies, equipment, personnel, information, or other resources.
- 4.4. All supplies, equipment, personnel, information or other resources provided by a Responding Party to a Requesting Party pursuant to this Agreement will, for the duration of the time that the Mutual Aid is being provided under this Agreement, be under the direction of the Officer in Charge of the Requesting Party.
- 4.5. The Requesting Party is responsible for:
 - (a) complying with all WorkSafeBC requirements imposed on an Owner if the deployment is on land owned by the Requesting Party's land and on a prime contractor under the Workers Compensation Act;
 - (b) implementing safe work procedures to protect the supplies, equipment, personnel, information, and other resources provided by the Responding Party;
 - (c) ensuring that any personnel from the Responding Party understand the safe work procedures required to undertake the works and tasks assigned by the Requesting Party; and
 - (d) ensuring that all safety equipment and proper protective equipment is provided to personnel from the Responding Party and that safety measures are implemented to protect the health, safety, and property of the Responding Party.
- 4.6. The Officer in Charge of a Responding Party may, in their sole discretion, recall at any time and for any reason, some or all of the supplies, equipment, personnel, information, or other resources provided by the Responding Party to the Requesting Party under this Agreement and:
 - (a) the Responding Party will not be liable for any loss, costs, damages, or expenses whatsoever arising from such a recall; and
 - (b) the Officer in Charge of the Requesting Party will immediately release and return to the Responding Party the supplies, equipment, personnel, information, or other resources recalled.
- 4.7. Where some or all of the supplies, equipment, personnel, information, or other resources of the Responding Party are no longer required to assist the Requesting Party to respond to the Emergency Situation, the Officer in Charge of a Requesting Party will, as soon as practicable, release and return to the Responding Party those supplies, equipment, personnel, information, or other resources that are no longer required.

5. COST OF MUTUAL AID

- 5.1. The Responding Party will provide to the Requesting Party a statement of account for the cost of the supplies, equipment, personnel, information, or other resources on a cost recovery basis, including all costs related to Consumables expended, without overhead or profit, within sixty (60) days after providing the supplies, equipment, personnel, information, or other resources.
- 5.2. The Requesting Party will pay the account of the Responding Party within thirty (30) days of receiving it.

6. TRAINING

- 6.1. The Parties agree that joint training exercises are critical to the success of a mutual aid response and will schedule semi-annual joint training exercises.

7. PRIMACY

- 7.1. This Agreement does not replace, amend, or supersede any other mutual aid agreement or similar agreement entered into between a Party to this Agreement and any other Parties to this Agreement and is subject to such agreements.
- 7.2. The Parties acknowledge and agree the Ships Point Improvement District and the Comox Valley Regional District are parties to the CVRD-Ships Point Agreement and that this Agreement is subject to the CVRD-Ships Point Agreement.

8. INSURANCE

- 8.1. Each Party to this Agreement will:
 - (a) keep in force third party liability insurance coverage to a minimum of five million (\$5,000,000.00) dollars; and,
 - (b) each such Party must add all other Parties to this Agreement as additional named insureds to such policies.
- 8.2. Each Party will maintain insurance coverage on its own equipment.
- 8.3. The Parties will ensure that any insurance policies of a Requesting Party required by section 8.1 of this Agreement provide the primary layer of coverage and any insurance policy maintained by a Responding Party is the excess layer of coverage and does not contribute to the primary coverage.
- 8.4. Each Party will maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.

9. RELEASE AND INDEMNIFICATION

- 9.1. No Party to this Agreement will bring any claim, action, third party action, or demand against any other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors for the provision of Mutual Aid pursuant to the terms of this Agreement, and without limitation for:
 - (a) the provision or deployment of supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party pursuant to this Agreement;
 - (b) any works or actions undertaken by the Party or its elected officials, officers, employees, agents, volunteers, or contractors pursuant to this Agreement; or,

- (c) the decision of an Officer in Charge pursuant to the terms of this Agreement to:
 - (d) deny a request for Mutual Aid;
 - (e) provide a reduced level of Mutual Aid; or
 - (f) withdraw some or all the Mutual Aid.
- 9.2. No Party to this Agreement, nor its elected officials, officers, employees, agents, or volunteers, will be liable to any other Party to this Agreement in respect of the decision of an Officer in Charge to:
- (a) deny a request for Mutual Aid;
 - (b) provide a reduced level of Mutual Aid; or
 - (c) withdraw some or all of the Mutual Aid.
- 9.3. The Requesting Party will indemnify and save harmless the Responding Party, its elected officials, officers, employees, agents, volunteers, or contractors from and against any and all claims, demands, actions, third party actions, causes of action, loss, costs, damages, and expenses (including legal fees on a solicitor-client basis), in respect of or in any way related to the provision of Mutual Aid under this Agreement and, without limiting the generality of the foregoing:
- (a) any action taken or thing done or any failure to take action or do a thing under this Agreement, save and except where the claim, demand, action, cause of action, loss, cost, damage, or expense arose from the negligence of the Responding Party;
 - (b) the provision or deployment of supplies, equipment, personnel, information, or other resources provided by a Responding Party to a Requesting Party pursuant to this Agreement;
 - (c) any works or actions undertaken by the Party or its elected officials, officers, employees, agents, volunteers, or contractors pursuant to this Agreement; or,
 - (d) the decision of an Officer in Charge pursuant to the terms of this Agreement to:
 - (e) deny a request for Mutual Aid;
 - (f) provide a reduced level of Mutual Aid; or
 - (g) withdraw some or all of the Mutual Aid.

10. EXEMPTION

- 10.1. The Parties acknowledge and agree the obligations of the Comox Valley Regional District under this Agreement apply only in relation to the Fanny Bay Volunteer Fire Department and that no other fire fighting department, service or personel of the Comox Valley Regional District carries any obligation under this Agreement.

11. GENERAL

- 11.1. This Agreement may only be amended by written agreement of the Parties in the form of a formal amendment.
- 11.2. The Parties agree to consult on a regular basis through their Officer in Charge's to achieve the optimum deployment of Mutual Aid.
- 11.3. The Parties agree that in the event of dispute between any of the Parties, each of the Parties will meet with a qualified mediator in a timely manner and attempt, in good faith, to negotiate

a resolution of such dispute during which time such each Party will disclose to the other Party all relevant information relating to the dispute. If the mediator cannot resolve the dispute within 48 hours, Division 3 of Part 9 of the Community Charter applies to the resolution of the dispute.

- 11.4. Subject to Section 7, this Agreement is the entire agreement between the Parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing Emergency Situations under control during the State of Emergency.
- 11.5. This Agreement will ensure to the benefit of, and be binding upon, the Parties and their respective successors and any assigns approved in writing by the other Parties.
- 11.6. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 11.7. Unless otherwise authorized under this Agreement, all notices under this Agreement will be given in writing to the respective Officer in Charge of the Parties to this Agreement.
- 11.8. This Agreement may be executed in any number of counterparts and transmitted by electronic means, and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.
- 11.9. The waiver by a Party or Parties of any failure on the part of another Party or Parties to perform in accordance with any of the terms or conditions of this Agreement will not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

The terms of this agreement are hereby agreed to, as at the date above:

COMOX VALLEY REGIONAL DISTRICT

James Warren
Corporate Legislative Officer

Jesse Ketler
Chair

DEEP BAY IMPROVEMENT DISTRICT

Signature

Name and Title

Signature

Name and Title

SHIPS POINT IMPROVEMENT DISTRICT

Signature

Name and Title

DRAFT