

SALT SPRING ISLAND FIRE PROTECTION DISTRICT

BYLAW NO. 147

A bylaw to authorize the execution of an agreement with Capital Regional District

THE TRUSTEES of the **Salt Spring Island Fire Protection District** ENACT AS FOLLOWS

1. That Roland Cook, Chair of the Trustees, and Andrew Peat, Corporate Administrator for the Trustees, are hereby authorized to execute on behalf of the improvement district an agreement with Capital Regional District relating to a Mutual Aid agreement to cooperate when additional assistance is required by either Capital Regional District or the Salt Spring Island Fire Protection District.
2. That Roland Cook, Chair of the Trustees, and Andrew Peat, Corporate Administrator for the Trustees, are hereby authorized to execute on behalf of the improvement district all necessary instruments to give effect to the said agreement.
3. This bylaw may be cited as the "Capital Regional District Mutual Aid Agreement Bylaw".

INTRODUCED and given first reading by the Trustees on 17th day of January 2022.

RECONSIDERED and finally passed by the Trustees on the 17th day of January 2022.



Roland Cook, Chair of the Trustees



Andrew Peat, Corporate Administrator for the Trustees

I hereby certify under the seal of the Salt Spring island Fire Protection District that this a true copy of Bylaw No. 147.



Andrew Peat, Corporate Administrator for the Trustees

FIRE AND RESCUE SERVICES MUTUAL AID AGREEMENT

THIS AGREEMENT made the 21 day of January; 2022

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
PO Box 1000
Victoria, BC
V8W 1R7

(the "**Regional District**")
(Participating Departments listed in Schedule 'A')

OF THE FIRST PART

AND:

MAYNE ISLAND IMPROVEMENT DISTRICT

520 Felix Jack
Mayne Island, BC
V0N 2J2

(**"Mayne Island Improvement District"**)

SALT SPRING ISLAND FIRE PROTECTION DISTRICT

105 Lower Ganges Road
Salt Spring Island, BC
V8K 2T1

(**"Salt Spring Island Fire Protection District"**)

(collectively the "**Fire Districts**")

OF THE SECOND PART

WHEREAS:

- A. The Regional District (RD) was, by Supplementary Letters Patent issued the 7th day of July 1983, granted the function of Fire Protection and

Regulation for the Electoral Areas of Juan de Fuca (JDF) and Southern Gulf Islands (SGI);

- B. The Regional District has, by bylaw, established service areas for fire protection and emergency response by the North Galiano Fire Protection Commission (NGFPC), Pender Islands Fire Protection Society (PIFPS), South Galiano Volunteer Fire Department Society (SGVFDS), and Saturna Island Fire Protection Society (SIFPS) (the "Service Areas ") for the provision of fire protection and emergency response services;
- C. The Board of the Regional District is authorized to enter into an agreement under section 263 of the *Local Government Act* with a public authority regarding the provision of activities, works and services within the power of a party to the Agreement;
- D. The Mayne Island Improvement District (MIID) is authorized under section 697(1)(g) of the *Local Government Act*, by bylaw, to make Agreements, and wishes to enter into an Agreement for the furnishing of fire protection and assistance response for or on behalf of the owners or occupiers of property situate within the Mayne Island Improvement District and to provide fire protection and assistance response in exchange;
- E. The Salt Spring Island Fire Protection District (SSIFPD) is authorized under section 697(1)(g) of the *Local Government Act*, by bylaw, to make Agreements, and wishes to enter into an Agreement for the furnishing of fire protection and assistance response for or on behalf of the owners or occupiers of property situate within the Salt Spring Island Fire Protection District and to provide fire protection and assistance response in exchange;
- F. The Regional District has agreed to provide fire protection and rescue assistance response services to the area of the Fire Districts and the Fire Districts have agreed to provide fire protection and rescue assistance response services to the Service Areas in accordance with this Agreement.

NOW THEREFORE in consideration of the premises and mutual promises contained in this Agreement, the parties covenant and agree as follows:

- 1. In this Agreement, unless the context otherwise requires:
 - a) **"Assistance Response"** includes a Fire Emergency or a Rescue Emergency;
 - b) **"Emergency"** includes a Fire Emergency or a Rescue Emergency;

- c) **"Fire Chief"** means the Fire Chief (FC) of the party within the respective fire protection area of the Requesting Party, or his delegate;
- d) **"Fire Emergency"** means a fire or the potential for a fire that in the opinion of the Fire Chief or Incident Commander (IC) may escalate beyond the ability of the local fire service resources to safely control and thereby endangering lives, property, buildings or the environment.
- e) **"Fire Protection Area"** means the Service Area, or area within the boundaries of one of the Fire Districts, as applicable;
- f) **"Mutual Aid resources"** means designated persons and equipment, all or a portion of which may be made available to another party for fire protection and assistance response purposes;
- g) **"Officer in charge"** means the senior officer in attendance at a fire representing the Fire Department of a party;
- h) **"Requesting Party"** means a party requesting fire protection or assistance response;
- i) **"Rescue Emergency"** means a real or anticipated situation that in the opinion of the Fire Chief or the officer in charge endangers lives, safety, welfare or well-being of people, animals or livestock and which cannot be appropriately managed with or by the use of local emergency resources from the Fire Protection Area;
- j) **"Responding Party"** means the party or parties providing fire protection or assistance response under this Agreement.
- k) **"Incident Commander"** means the firefighter or officer that is responsible to direct and control all personnel and resources at the emergency incident.
- l) **"Unified Command"** is an authority structure in which the role of incident commander is shared by two or more individuals operating from a shared command post each already having authority in a different responding agency.

2. Assistance Response - Regional District

- 2.1. The Fire Districts each agree to provide fire protection and assistance response services to situations of Emergency in the Service Areas and

within each of the other Fire Districts in accordance with the terms of this Agreement.

3. Assistance Response - Fire Districts

3.1 The Regional District agrees to provide fire protection and assistance response services to situations of Emergency within each of the Fire Districts in accordance with the terms of this Agreement.

4. Term

4.1 This Agreement shall have an initial term of five years, and shall renew automatically for further one-year terms unless terminated in accordance with section 4.2.

4.2 Any one of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to the other parties following which the Agreement shall continue in force between the remaining parties.

5. Assistance Response - Requesting District

5.1 Where a Fire Chief or Officer in charge determines that an Emergency exists, he or she may in his or her sole and absolute discretion decide whether to request fire protection or assistance response from another party.

6. Availability of Emergency Equipment and Personnel

6.1 No party to this agreement shall request assistance unless the Fire Chief or Incident Commander for the area having jurisdiction over the emergency determines that there is either a very high likelihood of the emergency incident overwhelming the capacity of the local area service resources to safely manage, or that the early activation of Mutual Aid resources will significantly and positively affect the outcome of the incident.

6.2 The party who receives a request for assistance response shall have sole and absolute discretion to decide whether or not he or she has sufficient levels of appropriately trained personnel or sufficient equipment to provide fire protection or assistance response to the Emergency.

7. Control

7.1 The Fire Chief or Officer in charge having jurisdiction at the location of the

Emergency is responsible for command and control of all personnel and equipment and shall ensure such control is maintained at all times through a designated Incident Commander or Unified Command structure.

8. Recall

8.1 Mutual Aid resources supplied under this Agreement may be recalled by the Fire Chief or Officer in charge of the responding party at any time following notification of such withdrawal and confirmation from the Fire Chief or Officer in charge having jurisdiction at the location of the Emergency that it is understood the resources are being recalled.

9. Limitation

9.1 Nothing in this Agreement shall be interpreted as requiring a Fire Chief or Officer in charge to dispatch or make available personnel or equipment where the Fire Chief or Officer in charge of the Responding Party reasonably considers that the personnel or equipment are or may be required by the Responding Party.

10. Cost

10.1 Mutual Aid Resources supplied under this Agreement shall be supplied at the expense of the Responding Party, and that Party shall not demand reimbursement from the party to which assistance response has been provided.

11. Fire Chiefs Determination

11.1 The determination of a Fire Chief on any matter required to be determined under this Agreement shall be final.

12. Release

12.1 As soon as the Emergency has been brought under control, Mutual Aid resources supplied under this Agreement shall be released first before any local resources are released.

13. Indemnity

13.1 Where a party is a Requesting Party or accepts fire protection or assistance response services under this Agreement, that party shall indemnify and save harmless the Responding Party, its elected and appointed officers, agents, employees and servants against any and all

claims, causes of action, suits, expenses, costs, fees and demands alleging damage to property or injury or death of any person arising out of the fire protection or assistance response except where any elected or appointed officer, employee, servant or agent of the Responding Party has, in relation to the provision of the fire protection or assistance response, been dishonest, grossly negligent, or where misconduct has been malicious or willful.

14. Insurance

14.1 Each Party shall procure and maintain in force at their own cost during the entire term of this Agreement a comprehensive general liability insurance policy, policies and/or program with a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence for bodily injury (including death), personal injury and property damage. The policy, policies and/or program shall include but not be limited to, the following coverage/provisions:

- (a) all premises and operations necessary or incidental to the performance of this Agreement;
- (b) products and completed operations;
- (c) "broad form" property damage;
- (d) blanket contractual liability;
- (e) cross liability.

14.2 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 TWO MILLION DOLLARS (\$2,000,000.00) inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

15. Waiver

15.1 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 shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

16. Headings

16.1 Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

17. Language

17.1 Wherever the singular, masculine and neutral are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

18. Law Applicable

18.1 This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

19. Counterparts

19.1 This Agreement may be executed in Counterpart with the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All Counterparts shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

Capital Regional District
by its authorized signatories

Senior Manager, Protective Services

the ____ day of _____, 20____

Mayne Island Improvement District
by its authorized signatories

Name

Name

the ____ day of _____, 20____

Salt Spring Island Fire Protection District
by its authorized signatories



Name
Roland Cook

Name

the 21st day of January, 2022

Schedule "A"

<p>North Galiano Fire Protection Committee by its authorized signatories</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Name</p> <p>the ____ day of _____, 20__</p>	<p>Pender Islands Fire Protection Society by its authorized signatories</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Name</p> <p>the ____ day of _____, 20__</p>
<p>South Galiano Volunteer Fire Department Society by its authorized signatories</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Name</p> <p>the ____ day of _____, 20__</p>	<p>Saturna Island Fire Protection Society by its authorized signatories</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Name</p> <p>the ____ day of _____, 20__</p>