

Corporation of the District of
Central Saanich

and

The Town of Sidney

and

District of North Saanich

Shared Peninsula Emergency Management
Operations (PEMO) Agreement

Contents

CHAPTER 1 - INTERPRETATION	2
Interpretation	2
CHAPTER 2 – TERM AND TERMINATION	4
CHAPTER 3 - SHARED SERVICES	5
Peninsula Emergency Measures Operations	5
Liability and Indemnification Regarding Shared Services	7
CHAPTER 4 - GOVERNANCE	7
Administrative and Governance Matters	7
Other Aid Agreements	7
Dispute Resolution	8
Notices	9
CHAPTER 5 – INSURANCE	10
Insurance	10
CHAPTER 6 – GENERAL PROVISIONS	11
No Third-Party Beneficiaries	11
Governing Law	11
Severance	11
Amendments	11
Entire Agreement	11
Assignment	11
Binding Effect	11
Other Documents	12
Execution in Counterparts	12
Schedule “A” - PEMO Report Template	13

Shared Services Agreement

THIS Agreement is made as of the ____ day of _____ 2023,

BETWEEN:

THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

1903 Mt. Newton Cross Road
Saanichton, BC V8M 2A9
("Central Saanich")

AND:

THE DISTRICT OF NORTH SAANICH

1620 Mills Road
North Saanich, BC V8L 5S9
("North Saanich")

AND:

THE TOWN OF SIDNEY

2440 Sidney Avenue
Sidney, BC V8L 1Y7
("Sidney")

WHEREAS each of the Parties has, by bylaw, established a fire department and provides fire suppression and related services within its jurisdiction;

AND WHEREAS each of the Parties considers it to be beneficial to cooperate in enhancing emergency response effectiveness, services, and safety;

AND WHEREAS each of the Parties is permitted to enter into an agreement with another public authority respecting activities and services within its powers, including agreements respecting the undertaking, provision, and operation of Peninsula Emergency Management Operations (PEMO) response functions;

NOW THEREFORE, in consideration of the mutual agreements contained in this Agreement, the Parties to this Agreement covenant and agree as follows:

CHAPTER 1 - INTERPRETATION

Interpretation

1. In this Agreement, including in the recitals hereto, the following capitalized terms have the following respective meanings:
 - (a) **“Agreement”** means this agreement, including the recitals hereto and the Schedule incorporated by reference herein, as the same may be amended from time to time by the Parties, and references to sections or subsections, means sections or subsections of this agreement;
 - (b) **“Business Day”** means any day other than a Saturday or a holiday, as the latter term is defined in the *Interpretation Act*, RSBC 1996, c. 238, as amended;
 - (c) **“Claims”** means any liabilities, losses, damages, costs (including legal costs on a solicitor and own client basis), expenses, actions, causes of action, suits, statutory or other proceedings, judgments, investigations, orders, fines, penalties, debts, accounts, claims, and demands, including, any and all claims of third parties which a Party may suffer or incur or be put to, or arising out of or in connection with this Agreement or the provision of, or failure to provide Shared Service as contemplated hereby including any Claims in negligence;
 - (d) **“Compensation Claim”** means any claim under the *Workers Compensation Act* (B.C.) by or on behalf of any member of a Department in relation to a workplace injury or death suffered in connection with any Shared Service response;
 - (e) **“Departments”** means, collectively, Central Saanich Fire Department operated by Central Saanich; Sidney Fire operated by Sidney, North Saanich Fire Rescue operated by North Saanich and **“Department”** means any one of them;
 - (f) **“Emergency”** means a real or anticipated event that, in the opinion of the Fire Chief of the jurisdiction where the event is occurring, endangers the lives, safety, or welfare or persons or their property and requires the resources of PEMO;
 - (g) **“Emergency Services Committee”** means the committee established under the Mutual Aid, Automatic Aid, and Confined Space Rescue Program Agreement signed by the parties;
 - (h) **“Fire Chief”** means the individual appointed as Fire Chief of each Department, and includes, where relevant, any delegate appointed by the Fire Chief;
 - (i) **“Incident”** means an emergency event which has resulted in the provision of a Shared Service, under or in accordance with this Agreement;
 - (j) **“Operating Guidelines”** means standard operating guidelines approved by the Emergency Services Committee;

- (k) **“Parties”** means, collectively, Central Saanich, Sidney and North Saanich and their respective elected officials, officers, directors, employees, volunteers, agents, and contractors; and **“Party”** means any one of them and their respective elected officials, officers, directors, employees, volunteers, agents, and contractors. Where relevant or the context so requires, a reference to a “Department”, or to a “Requesting Department” or to a “Responding Department” includes a reference to the Party responsible for such Department;
 - (l) **“PEMO”** means Peninsula Emergency Management Operations, which is a shared service for emergency planning and support on behalf of the northern Saanich Peninsula;
 - (m) **“Shared Services”** means the PEMO Divisions as set out in section 11, together with the IT, Finance, and Fleet Maintenance services that are required to support the Divisions; and,
 - (n) **“Workers Compensation Act”** means the *Workers Compensation Act*, RSBC 1996, c. 492, as amended, and includes, where relevant, any regulations issued thereunder.
2. For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:
- (a) the word "including", is not to be construed as limiting any preceding general terms or statements to the specific terms or matters set forth following the word “including” or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general terms or statements;
 - (b) words in the singular include the plural;
 - (c) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, and includes a reference to an enactment of any Party and is a reference to that enactment as amended, revised, consolidated or replaced; and,
 - (d) headings used herein and the division of this Agreement into Articles, sections subsections and Schedules, are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

CHAPTER 2 – TERM AND TERMINATION

- 3. The Term of this Agreement is five years, beginning January 1, 2023 and ending on December 31, 2027.
- 4. A Party may terminate its participation in this Agreement at any time by giving not less than twelve (12) months’ notice in writing to the other Parties.

5. If a Party does not intend to renew this Agreement at the end of the Term it must provide notice in writing of such intent to the other Parties at least twelve (12) months prior to the end of the Term.
6. The Emergency Services Committee shall, at least eighteen (18) months prior to the end of the Term, complete a review of the Agreement for the purposes of:
 - a. confirming that this Agreement is working as intended;
 - b. completing any necessary updates to the terms of the protocols attached to or referenced by this Agreement;
 - c. considering and approving proposed changes to the terms of this Agreement; and,
 - d. providing a recommendation to the respective Councils to renew the Agreement, with any recommended changes, for an additional 5-year term.
7. If the Agreement is not renewed at the end of the Term or if one or more Parties terminates its participation in this Agreement, the assets used for the Shared Services shall be distributed in accordance with the provisions of sections 8, 9, and 10 of this Agreement.
8. The Emergency Services Committee shall, during the six (6) months prior to the end of the Term or during the notice periods as set out in sections 4 and 5, ask their respective Finance Departments to undertake an update of the assets of the Shared Services, including their respective values. The Finance Departments shall also provide confirmation of each Party's contribution to the costs of acquisition and maintenance of those assets.
9. After payment of all debts, liabilities, and obligations related to the assets of the Shared Services, the assets or their value will be distributed:
 - a. equally between the Parties if the Parties contributed equally to the costs of their acquisition and maintenance; or,
 - b. in proportion to the value of the contribution of the Parties to the acquisition and maintenance; and,

if it is not possible or practical to split the assets equally or proportionately, the difference shall be achieved by contributions among the Parties and Parties receiving a greater share of assets shall compensate the Parties receiving a lesser share.
10. For the purposes of sections 8 and 9, the costs of storing the assets of the Shared Services shall not be included in the costs of maintenance of the assets.

CHAPTER 3 - SHARED SERVICES

Peninsula Emergency Measures Operations

11. The Parties agree to reference their collective efforts with respect to:

- a. Search and Rescue;
- b. Communications (Ham Radio);
- c. Emergency Alert Services (Peninsula Alerting);
- d. Emergency Support Services; and,
- e. Neighbourhood Emergency Preparedness Program;

as Peninsula Emergency Measures Operations (“PEMO”) and each such separate collective effort set out in this section 11 is a division of PEMO.

12. The Parties agree to jointly fund and support PEMO and to use the PEMO framework to coordinate resources, equipment, and volunteers for the combined areas of their respective jurisdictions in the case of an Emergency.

13. The Parties shall appoint their respective Fire Chiefs to be the Program Administrators of the PEMO Divisions for which they are required to provide the support specified:

a. Central Saanich:

- i. PEMO Communications – Operations and Equipment Support;
- ii. Information Technology:
 - (i) Mobile and satellite communication devices;
 - (ii) personal computers;
 - (iii) Email; and,
 - (iv) Website;
- iii. Orientation Services all PEMO;
- iv. Criminal Record and Security Services all PEMO;
- v. Contact lists all PEMO; and,
- vi. Fleet Maintenance, Registration and Insurance.

b. North Saanich:

- i. Search and Rescue - Operations and Equipment support;
- ii. Team Activation and Public Alerting Services Administration;
- iii. Clothing Services (Branding & Procurement);
- iv. PEMO Meeting Administration Services;
- v. PEMO Recognition and Awards; and,
- vi. PEMO Advertising.

c. Sidney

- i. Emergency Support Services and Neighbourhood Emergency Preparedness Program Operations and support;
- ii. Supplier and Reception Centre Agreements;
- iii. PEMO Public Education Materials; and,
- iv. PEMO Stationery Supplies.

14. With respect to each PEMO Division to which they are appointed pursuant to section 13, the Program Administrators shall:
- a. oversee and direct, in accordance with any instructions provided by the Emergency Services Committee, the programs, activities, and undertaking of the PEMO Divisions;
 - b. manage the operating and capital budgets of the assigned PEMO Divisions;
 - c. apply the policies and procedures of their respective Party to the work of their respective Divisions including screening and vetting processes for volunteers, human resources management for volunteers, training programs relevant to the respective PEMO Divisions, and health and safety;
 - d. coordinate the activities of their respective PEMO Divisions in the event of an Emergency;
 - e. prepare and submit to the Finance Departments of their jurisdiction the capital and operational budgets for their respective PEMO Divisions;
 - f. review the draft budgets – as consolidated by the administering Finance department – through the Emergency Services Committee for endorsement; the budgeting process is illustrated in Schedule “B”; and,
 - g. prepare and submit to the Emergency Services Committee an annual report, in the Form of “Schedule A – PEMO Report Template” attached to this Agreement, on the programs, activities, and undertakings of their respective PEMO Divisions;
15. The service area of the PEMO Divisions is the combination of the service areas of all three departments (“PEMO Service Area”) and the Parties consent to the provision of Emergency Services by the PEMO Divisions within the respective boundaries of their jurisdictions.
16. The Emergency Services Committee will provide its recommendations to the Parties for the annual funding of PEMO and will oversee the implementation of the PEMO budgets that are approved as part of the annual financial plan of all three Parties.
17. The funds committed by each Party to the Shared Services shall be for the sole purposes of the respective Shared Services and such funds shall be held and administered by the Finance Department of one of the parties (on a 4-year rotating basis). Each Party shall submit its annual budget for its functions to the administering Finance Department by October 31st each year.
18. Notwithstanding section 17, if at the end of a fiscal year, any funds collected for PEMO are unspent, they will be tracked in a PEMO account that will be used or allocated in accordance with the direction set in the subsequent financial plan.
19. Where it is necessary to procure services or equipment for the Shared Services, procurement will comply with the procurement policies and procedures of the Party assigned responsibility for financial administration (on a rotating basis).

20. The Parties shall contribute equally to the annual net budget. However, the Party that is currently in charge of the financial administration, under section 17, shall have their contribution reduced by \$5,000 for the years that they are undertaking the financial administration; the \$5,000 budget shortfall for financial administration shall be made up equally by the two other Parties.

Liability and Indemnification Regarding Shared Services

21. The Party responsible for appointing a Program Administrator for a Shared Service shall be liable to the other Parties, shall not bring an action against the other Parties, and shall indemnify and save harmless the other Parties from and against any and all Claims, demands, actions, third party actions, causes of action, losses, costs, damages, and expense, (including legal fees on a solicitor-client basis) in respect of, related to, or arising from the Program Administrator's responsibilities as set out in section 14.

22. Where any Claims, demands, actions, third party actions, or causes of action, are made which are not in respect of, related to, or arising from the Program Administrators' responsibilities as set out in section 14 and does not arise directly as a result of the negligent or wilful conduct of one of the Parties, the Parties agree that liability is to be shared equally between each of the Parties and that the Parties will indemnify and save each other harmless to ensure the equal distribution of all Claims, demands, actions, third party actions, causes of action, losses, costs, damages, and expense, (including legal fees on a solicitor-client basis) made, suffered, or incurred with respect to the liability.

23. Each Party is responsible for the costs of replacing or repairing damage to its own apparatus or equipment suffered or experienced during an Incident involving a Shared Service.

24. Notwithstanding the other provisions of this Agreement, for the activities and undertakings of the Shared Services that fall within the scope of Emergency Management B.C., the Emergency Management B.C. policies related to liability, and indemnification will apply.

CHAPTER 4 - GOVERNANCE

Administrative and Governance Matters

25. The Emergency Services Committee will provide oversight of this Agreement.

26. The responsibility for financial administration shall be rotated every 4 years between the Parties. Central Saanich shall be responsible for financial administration beginning January 1, 2023 and ending December 31, 2026. Sidney shall follow.

27. The Parties shall share equally (one-third each) in the annual Revenues and Expenses of PEMO, as well as the accumulated Assets, Liabilities and Surplus. The Party responsible for financial administration shall report the year-end balances to the other Parties by the last business day in February each year, using the reporting format agreed upon by all three Parties.

Other Aid Agreements

28. Nothing in this Agreement is intended to preclude a Party or its Department from entering into mutual or automatic aid agreements with other entities, provided, however, that any such aid agreements will be consistent with this Agreement.

Dispute Resolution

29. In the event of any dispute (a "Dispute") arising under or in connection with this Agreement, or any Assistance rendered or not rendered pursuant hereto, the Parties shall seek to resolve such dispute amicably and professionally, with a view to ensuring the effective delivery of emergency services, and the safety of firefighters and the public. A Dispute may be raised by a Fire Chief, who must put the Dispute in writing and send a copy of the Dispute to each of the other Fire Chiefs, identifying in reasonable detail the matters at issue. Where a Dispute arises:

(a) the Fire Chiefs shall use their reasonable best efforts to settle the Dispute within 30 days of receiving written notice of it; and,

(b) where the Fire Chiefs are unable to resolve the Dispute, the Dispute shall be referred to a committee composed of the Chief Administrative Officers, who shall use their reasonable best efforts to settle the Dispute within 30 days, or such longer time as they may all agree.

30. Where the Chief Administrative Officers are unable to resolve the Dispute, the Dispute shall be submitted to mandatory mediation to a single mediator appointed jointly by the Parties unless all Parties agree to forego their right to mediation.

31. Mediations under or related to this Agreement are subject to the following provisions:

(a) No person nominated to act as a mediator can be in any way financially interested in this Agreement or in the business or affairs of any of the Parties;

(b) If the Parties cannot agree on the choice of a mediator, each Party shall select a nominee and the nominees shall jointly appoint a mediator.

32. Disputes not capable of resolution through discussion under section 29 or mediation under section 30 shall be submitted to arbitration pursuant to the *Arbitration Act*, R.S.B.C. 1996, c. 55, to a single arbitrator appointed jointly by the Parties to the dispute.

33. Arbitrations under or related to this Agreement shall be subject to the following provisions:

(a) no person shall be nominated to act as an arbitrator who is in any way financially interested in this Agreement or in the business or affairs of any of the Parties involved;

(b) if the Parties cannot agree on the choice of any arbitrator, each Party shall select a nominee and the nominees shall jointly appoint an arbitrator;

(c) the decision of the arbitrator shall be final and binding upon the Parties; and,

(d) each Party will bear its own costs in relation to its own participation in the arbitration, and share equally the costs of the arbitrator and ancillary or administrative costs related to running the proceedings.

Notices

34. Any notice or other communication required or permitted to be given hereunder will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set below:

If to Central Saanich:

The Corporation of the District of Central Saanich
1903 Mt Newton Cross Rd.
Saanichton, B.C.
V8M 2A9

Attention: Director of Legislative Services
Email Address municipalhall@csaanich.ca

If to North Saanich:

The District of North Saanich
1620 Mills Road,
North Saanich, BC V8L 5S9

Attention: Director of Corporate Services
Email Address: admin@northsaanich.ca

If to Sidney:

The Town of Sidney
2440 Sidney Avenue,
Sidney, BC V8L 1Y7

Attention: Corporate Officer
Email Address: admin@sidney.ca

35. Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed, and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each Party will notify the other parties of any change of address or contact details.

CHAPTER 5 – INSURANCE

Insurance

36. Notwithstanding any other provisions of this Agreement, for the activities and undertaking of the Shared Services that fall within the scope of Emergency Management B.C., the Emergency Management B.C. policies related to insurance will apply.
37. The Parties agree to place their respective insurance coverages through the Municipal Insurance Association of British Columbia. Each Party agrees that should they determine that they wish to place their insurance coverage with an insurer other than the Municipal Insurance Association of B.C. they will provide the other Parties notice of such change in coverage at least six (6) months prior to changing insurers.
38. The Parties agree that should a Party decide to change insurers as set out section 34, the Parties will in good faith review and revise the liability, indemnity, and insurance provisions of this Agreement.
39. Each Party shall carry the following minimum levels of insurance:
 - (a) coverage for all of its Department members under the Workers Compensation Act;
 - (b) comprehensive, general liability insurance of not less than FIFTEEN MILLION (\$15,000,000.00) Dollars 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:
 - i. all premises and operations necessary or incidental to the performance of this Agreement;
 - ii. products and completed operations;
 - iii. "broad form" property damage;
 - iv. blanket contractual liability; and,
 - v. cross liability, and,
 - (c) vehicle insurance, covering all apparatus and vehicles which may be used to respond to an Incident. The minimum limit of third-party liability shall be TEN MILLION (\$10,000,000.00) DOLLARS inclusive per occurrence for bodily injury, including death, personal injury, and property damage.
40. The Parties acknowledge and agree that the MIABC Liability Protection Agreement, to which the Parties are a party, meets the requirements of subsection 36(b), and with respect to commercial general liability insurance identified in subsection 36(b), each shall name the other Parties as an additional named insureds thereunder for purposes outlined in this agreement.

CHAPTER 6 – GENERAL PROVISIONS

No Third-Party Beneficiaries

41. No provision of this Agreement is intended, nor is to be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in or to any person other than the Parties hereto. Without limiting the generality of the foregoing, no resident or occupier in any of the municipalities covered by this Agreement or any other member of the public affected in any way by the Assistance or Shared Services contemplated hereunder, is entitled to use, rely upon, or assert any rights under this Agreement, or claim any benefit pursuant to this Agreement, including, any claim that a provision of this Agreement creates any duty of care to a third party or sets a standard of care that a Party shall meet.

Governing Law

42. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Severance

43. If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

Amendments

44. This Agreement may not be modified or amended except with the written agreement of all the Parties.

Entire Agreement

45. This Agreement, including the Schedules hereto, contains the entire agreement among the Parties hereto with respect to the subject matter hereof and replaces and supersedes all previous agreements between the parties relating to the subject matter hereof.

Assignment

46. This Agreement may not be assigned by a Party without the written consent of the other Parties, which consent shall not be unreasonably withheld.

Binding Effect

47. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Other Documents

48. Each Party will perform such acts and execute and deliver such additional documents or agreements as reasonably required by any other Party, to carry out the terms of this Agreement in accordance with the intent and meaning hereof.

Execution in Counterparts

49. This Agreement may be signed by the Parties hereto in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy constitutes an original document and such counterparts, taken together, constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first written above.

<p>THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH by its authorized signatory(ies):</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p>	<p>THE DISTRICT OF NORTH SAANICH by its authorized signatory(ies):</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p>	<p>THE TOWN OF SIDNEY by its authorized signatory(ies):</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p> <hr/> <p>Signature</p> <hr/> <p>Print Name</p>
---	--	---

Schedule “A” - PEMO Report Template

PEMO [insert division]

Report Period Covered:

1. Program Focus for the Period

- *Sample: volunteer recruitment*

2. Objectives Accomplished

- *Sample: successfully trained 4 members on D4H*

3. Objectives for Next Period

- *Sample: create checklist for tote resources*

4. Resource Requirements

- *Sample: 3x 50 quantity boxes of emergency blankets*

5. Issues of Note

- *Sample: Printer at location XX frequently does not connect properly to laptops.*

6. Dashboard (as of date)

Current total membership: _____

	Hours	# of Participants	Comments
Training			
Meetings			
Community Events			

7. Additional Comments

- *Sample: would like to recognize volunteer John Smith for 30 years of service in a COVID friendly manner in absence of annual PEMO BBQ.*

Prepared by:

Date: