

Corporation of the District of  
Central Saanich

and

The Town of Sidney

and

District of North Saanich

Mutual Aid, Automatic  
Aid, and Confined Space Rescue Program  
Agreement

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## Mutual and Automatic Aid 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 the fighting of fires and responding to other emergency incidents, to provide improved responses and enhance emergency response effectiveness and safety;

**AND WHEREAS** each of the Parties considers it to be beneficial to cooperate in sharing services in relation to their respective fire department and Emergency Programs;

**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 Fire and Emergency 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 Schedules 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) **"Assistance"** means the provision of resources by a Responding Department to a Requesting Department in connection with an Incident;
  - (c) **"Automatic Aid"** means the automatic dispatch by a Dispatch Centre of Assistance from a Responding Department to a Requesting Department, in accordance with Response Protocols agreed between the Parties, as referenced by section 17;
  - (d) **"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;
  - (e) **"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, Mutual Aid, Automatic Aid, or Confined Space Rescue as contemplated hereby including any Claims in negligence;
  - (f) **"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 Mutual Aid, Automatic Aid, or Confined Space Rescue response;
  - (g) **"Confined Space Rescue Program"** means the jointly funded program to provide confined space rescue capabilities and capacity as set out in section 45;
  - (h) **"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;
  - (i) **"Dispatch Centre"** means each emergency call handling centre responsible for dispatching a Department;
  - (j) **"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 of persons

or their property and cannot be brought under control by the use of local emergency resources;

- (k) **“Emergency Program”** means Municipal Emergency Programs, approved by each Party, through which each Party coordinates and purchases equipment on behalf of their own municipality;
- (l) **“Emergency Services Committee”** means a committee established under and comprising those participants set out in section 60 hereof, which shall be responsible for those matters assigned hereunder or as otherwise agreed between the Parties;
- (m) **“Fire Chief”** means the individual appointed as Fire Chief of each Department, and includes, where relevant, any delegate appointed by the Fire Chief;
- (n) **“Incident Command System”** means the incident command system established by the Departments under section 27 hereof;
- (o) **“Incident”** means an emergency event which has resulted in:
  - i. a request for Mutual Aid;
  - ii. the triggering of Automatic Aid; or,
  - iii. the provision of Confined Space Rescue,
 under or in accordance with this Agreement;
- (p) **“Incident Commander”** means the individual in charge at an Incident, in accordance with the Incident Command System;
- (q) **“Mutual Aid”** means Assistance provided by the Responding Department to the Requesting Department in accordance with a request made by the latter under or in accordance with this Agreement;
- (r) **“Operating Guidelines”** means standard operating guidelines approved by the Emergency Services Committee;
- (s) **“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;
- (t) **“Playbook”** means the minimum training requirements for fire service personnel, established by the Office of the Fire Commissioner in *British Columbia Fire Service Minimum Training Standards: Structure Firefighters Competency and Training Playbook* (2<sup>nd</sup> ed., May 2015), as same may be updated, revised or replaced from time to time;

- (u) **“Requesting Department”** means the Department requesting Assistance from another Department, and, in the case of Automatic Aid, means the Department in whose jurisdiction the Incident has occurred;
  - (v) **“Responding Department”** means the Department providing resources in response to a request for Assistance from another Department and includes, in the case of Automatic Aid, a Department which is responding in another Department’s jurisdiction under an Automatic Aid callout;
  - (w) **“Response Protocols”** means the protocols established by each Department in accordance with section 14 hereof, specifying the level and nature of the Assistance that it will provide in relation to requests for Mutual Aid or Automatic Aid activations;
  - (x) **“Service Level”** means, in relation to a Department, the service level it is authorized to provide by its authority having jurisdiction under and in accordance with the Playbook;
  - (y) **“Workers Compensation Act”** means the *Workers Compensation Act*, RSBC 2019, c. 1, 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, ending 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 Confined Space Rescue Program 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 Confined Space Rescue Program, including their respective values. The Financial 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 Confined Space Rescue Program, 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 Confined Space Rescue Program shall not be included in the costs of maintenance of the assets.

## **CHAPTER 3 - AID**

### **Mutual Aid**

11. The Operating Guidelines which shall be developed by the Emergency Services Committee pursuant to sections 27 of this Agreement shall specify how and when Mutual Aid may be requested by the Parties.



12. On behalf of a Requesting Department a Fire Chief, a Duty Officer, or an Incident Commander may request Mutual Aid from another Department in any circumstance where an emergency event has exceeded, or is reasonably expected to exceed, the resources and capabilities of the Requesting Department.
13. Mutual Aid requests will be placed through the relevant Dispatch Centre, which will direct the request to the Dispatch Centre for the Responding Department. The request shall note the call type and nature of the Assistance required.
14. Each Department shall provide to the Emergency Services Committee any updates to its Response Protocols as set out in Schedule A. Schedule A may be amended from time to time by the Emergency Services Committee based on a unanimous resolution of the Emergency Services Committee. Such Amended Schedules shall be dated and included as a new Schedule A to this Agreement. Each Dispatch Centre shall be provided with the most current version of the Response Protocols for each Department by the Emergency Services Committee.
15. In the event that a Responding Department refuses a Mutual Aid request, it shall communicate that it is not responding as soon as reasonably possible to its Dispatch Centre which shall immediately communicate the refusal to the Requesting Department's Dispatch Centre.
16. Each Department, though its Fire Chief or designate, is entitled, in its sole discretion, to refuse a Mutual Aid request, and no liability attaches as a result of a refusal of a Mutual Aid Request.

## **Automatic Aid**

17. Automatic Aid is subject to:
  - a. the terms of this Agreement;
  - b. the Automatic Aid Protocols attached as Schedule A to this Agreement; and,
  - c. the Automatic Aid Alerting Protocols attached as Schedule B to this Agreement.
18. Each Dispatch Centre will be provided with a copy of the Automatic Aid Protocols and the Automatic Aid Alerting Protocols by the Parties.
19. In the event that the Responding Department refuses an Automatic Aid request, it shall, as soon as reasonably possible, communicate that it is not responding to the relevant Dispatch Centre, which shall immediately relay the message to the Requesting Department's Dispatch Centre.
20. A Department, though its Fire Chief or designate, is entitled, in its sole discretion, to refuse an Automatic Aid request, and no liability attaches as a result of a refusal of an Automatic Aid Request.

## Operational Matters in Relation to Mutual Aid and Automatic Aid

21. The Responding Department, when operating in the Requesting Department's fire protection area, is entitled, in relation to any Incident, to exercise the same powers and authority that the Responding Department exercises in its own jurisdiction.
22. The Responding Department is authorized to operate at the same Service Level at which it is authorized to operate in its own jurisdiction (subject always to the availability of equipment, personnel, and resources).
23. The Fire Chief of each jurisdiction shall determine the principal risks within their respective jurisdiction, which determination shall include high-risk buildings such as big-box stores, older high-rise buildings, and major industrial premises. Each Department shall conduct statutory fire safety inspections and pre-incident planning of the principal risks within its jurisdiction
24. With respect to the statutory fire safety inspections required by provincial regulations, the Parties agree to align the frequency of statutory fire safety inspections to at least once every twelve (12) months.
25. All pre-incident planning shall conform in substance to the requirements of the National Fire Protection Association "*NFPA 1620: Standard for Pre-Incident Planning*" (current edition) and shall include the following:
  - (a) potential life and firefighter safety hazards;
  - (b) structure size and complexity;
  - (c) the availability of water for fire fighting purposes and relevant water pressures;
  - (d) the economic impact that loss of the structure would cause;
  - (e) the importance of the structure to the community;
  - (f) the location of the structure and seasonal variations that may affect risks;
  - (g) the presence of hazardous materials; and,
  - (h) the susceptibility of the structure to natural disasters.
26. In relation to pre-incident plans:
  - (a) the Emergency Services Committee will work to develop a standardized format for pre-incident plans, including an electronic format that is compatible with the mobile work platforms used by each of the Departments;
  - (b) the pre-incident plans will be shared with the other Departments through the Emergency Services Committee; and,

- (c) pre-incident plans will be updated not less than annually by the relevant Department, and Pre-incident plans which have not been so updated will be identified with a caution or removed from use.
27. All responses will use the Incident Command System, which shall be based on the B.C. Emergency Management System's incident command system. The Emergency Services Committee shall develop common operational guidelines specifying the manner and mode of applying the Incident Command System during Incidents, including:
- (a) addressing situations where the Responding Department is first on scene in either a Mutual Aid or Automatic Aid response;
  - (b) addressing the process for transferring command;
  - (c) addressing the circumstances where unified command will be established;
  - (d) addressing the Responding Department's right to recall its Assistance in accordance with section 34 hereof; and,
  - (e) addressing the early release of the Assistance provided by the Responding Department in accordance with section 35 hereof.
28. The Emergency Services Committee shall develop, and the Departments shall implement, a common personnel accountability system for use at Mutual Aid and Automatic Aid Incidents.
29. The Responding Department shall not permit a member to respond to a Mutual Aid or Automatic Aid request, who has not yet achieved at least the Full-Service Level qualifications prescribed in the Playbook. The Emergency Services Committee shall develop, and the Departments shall implement, a common system for readily identifying the qualifications and experience levels of every responding member and officer at an Incident.
30. The Emergency Services Committee shall develop, and the Departments shall implement, a set of communications protocols ("Communications Protocols") covering all required communications at an Incident, including:
- (a) use of common channels and talk-groups; and,
  - (b) processes for ensuring all on-scene personnel can be heard and directed by the Incident Commander without switching channels or radios.
31. The Emergency Services Committee shall develop, and the Departments shall implement, common operational guidelines for responses including pre-assignments for Incidents, transfer of command, and advisor functions for mutual aid duty chiefs.
32. Each Party is hereby granted the right to use the closest water supply to a fire, regardless of the jurisdiction in which the fire is located, if, in the sole discretion of the Incident Commander, such use is advisable. This section applies regardless of whether Mutual Aid or Automatic Aid has been requested or dispatched.

33. The Emergency Services Committee is to undertake a review of the principal equipment and apparatus in use by each of the Departments and identify where such equipment and apparatus are either not interoperable, or varies materially from each other's similar equipment, such that the differences would impede the ready use of such equipment or apparatus by members of the other Department. The Parties agree to consult on major equipment purchases and major apparatus purchases with a view to ensuring equipment and apparatus interoperability and standardization.

### **Right of Recall and Earliest Release**

34. The Responding Department may, at any time, recall any or all Assistance provided in respect of a Mutual Aid or Automatic Aid call-out, in accordance with the agreed Incident Command System, and no liability attaches as a result of a recall of any or all Assistance provided in respect of a Mutual Aid or Automatic Aid call-out.
35. The Requesting Department shall release from an Incident the Assistance provided by the Responding Department before releasing any of its own responding members or apparatus from that Incident.

### **Liability and Indemnification Regarding Mutual or Automatic Aid**

36. No Party to this Agreement can bring any Claim, action, third party action, or demand against any other Party or its elected officials, officers, directors, employees, volunteers, and agents to this Agreement for the provision of Mutual Aid or Automatic Aid as defined by the terms of this Agreement, and without limiting the generality of the foregoing, for:
- a. the provision or deployment of apparatus, equipment, supplies, personnel, information, or other resources by a Responding Party to a Requesting Party pursuant to this Agreement;
  - b. any work or actions undertaken by the Party pursuant to this Agreement including any action taken, or thing done, or any failure to take action, or do a thing under this Agreement, even where such action taken or thing done, or any failure to take action, or do a thing, was negligent;
  - c. failing to, or declining to, respond to a Mutual Aid or Automatic Aid request, or doing so only in part;
  - d. responding with insufficient or inadequate resources, or providing Assistance which is different from that set out in the Response Protocols or as requested by the Requesting Department;
  - e. providing a delayed response to a Mutual Aid or Automatic Aid request; or,
  - f. a decision of a Fire Chief as provided for in sections 16, 20, and 34 of this Agreement.
37. No Party to this Agreement, nor its elected officials, officers, directors, employees, volunteers, and agents, is liable to the other Party to this Agreement for:

- a. the provision or deployment of apparatus, equipment, supplies, personnel, information, or other resources by a Responding Party to a Requesting Party pursuant to this Agreement;
  - b. any work or actions undertaken by the Party pursuant to this Agreement including any action taken, or thing done, or any failure to take action or do a thing under this Agreement, even where such action taken or thing done, or any failure to take action, or do a thing, was negligent;
  - c. failing to, or declining to, respond to a Mutual Aid or Automatic Aid request, or doing so only in part;
  - d. responding with insufficient or inadequate resources, or providing Assistance which is different from that set out in the Response Protocols or requested by the Requesting Department;
  - e. providing a delayed response to a Mutual Aid or Automatic Aid request; or,
  - f. a decision of a Fire Chief as provided for in sections 16, 20, and 34 of this Agreement.
38. The Requesting Department must indemnify and save harmless the Responding Party and its elected officials, officers, directors, employees, volunteers, and agents from and against any and all Claims, demands, actions, third party actions, causes of action, losses, 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 or Automatic Aid as defined in this Agreement and, without limiting the generality of the foregoing:
- a. the provision or deployment of apparatus, equipment, supplies, personnel, information, or other resources by a Responding Party to a Requesting Party pursuant to this Agreement;
  - b. any work or actions undertaken by the Party pursuant to this Agreement including any action taken, or thing done, or any failure to take action or do a thing under this Agreement, even where such action taken or thing done, or any failure to take action, or do a thing, was negligent;
  - c. failing to, or declining to respond to a Mutual Aid or Automatic Aid request, or doing so only in part;
  - d. responding with insufficient or inadequate resources, or providing Assistance which is different from that set out in the Response Protocols or requested by the Requesting Department;
  - e. providing a delayed response to a Mutual Aid or Automatic Aid request; or,
  - f. a decision of a Fire Chief as provided for in sections 16, 20, and 34 of this Agreement.
39. The claim, liability exclusion, and indemnity provisions provided in sections 36, 37, and 38 do not apply:

- a. where the Claim against a Party or an Indemnified Party arises from that Party's or the Indemnified Party's gross negligence or wilful misconduct in connection with emergency operations, overhaul, or clean-up at an Incident;
  - b. in relation to Compensation Claims; or,
  - c. in relation to damage to apparatus or equipment suffered or experienced during an Incident, which shall be managed in accordance with section 41.
40. The indemnity provisions provided in section 38 do not apply in connection with any Claims arising from mustering members to the Responding Department's fire hall(s) in relation to a Mutual Aid or Automatic Aid request, or caused by, or arising from, the Responding Department travelling to or from the scene of an Incident.
41. Each Party is responsible for the costs of replacing or repairing damage to its own apparatus or equipment suffered or experienced during an Incident which involves a Mutual Aid or Automatic Aid response.
42. The Requesting Party is not the employer of any member of the Responding Party and nothing in this Agreement is to be read as creating any relationship of employment between the members of the Requesting Party and the members of the Responding Party.
43. Any Compensation Claims by a member of a Responding Party arising out of or related to a Mutual Aid or Automatic Aid response is the responsibility of the Responding Party.
44. For the purposes of Workers Compensation, the Requesting Party or the Party receiving Automatic Aid agrees that it is the "Prime Contractor" as defined in the *Workers Compensation Act* for any worksites or work completed pursuant to a request for Mutual Aid or Automatic Aid as defined in this Agreement.

## **CHAPTER 4 – CONFINED SPACE RESCUE PROGRAM**

45. The Parties agreed to jointly fund and support the Confined Space Rescue Program in accordance with the provisions of this Agreement.
46. The Parties shall assign members from each of their respective Fire Departments to receive training to undertake confined space rescue (the "Confined Space Rescue Team"). Such training shall be undertaken separately by each of the Fire Departments, and jointly as determined necessary, to ensure that the Confined Space Rescue Team has the necessary knowledge, skills, and abilities to undertake confined space rescue.
47. The service area of the Confined Space Rescue Team is the combination of the service areas of all three departments ("Confined Space Rescue Team Service Area") and the Parties consent to the provision of Confined Space Rescue by the Confined Space Rescue Team within the respective boundaries of their jurisdictions.

48. Where a call is received in the Dispatch Centre which requires, or may require, the services of the Fire Department members trained in confined space rescue, the Confined Space Rescue Team will be dispatched to undertake the confined space rescue.
49. The Parties agree that upon responding to an emergency call, the Confined Space Rescue Team will remain at the scene of the incident until such time as the Fire Chief of the service area in which the confined rescue is taking place, or their designate, has approved dismissal of the Confined Space Rescue Team.
50. Upon arrival at the scene of the confined space rescue, the Confined Space Rescue Team leader will be and will remain in command of the confined space rescue operations. The senior officer from the Requesting Department, or the senior officer from the Responding Department if no members from the Requesting Department are in attendance, will function as the Incident Commander for the incident.
51. During the Term, each Party will contribute \$5,000 annually to the Confined Space Rescue Program. The Emergency Services Committee may recommend to the Parties that the annual funding be increased or decreased and such recommended changes will be implemented if said amounts are approved as part of the annual financial plan of all three Parties.
52. The funds contributed by each Party pursuant to section 51 shall be for the sole purposes of the Confined Space Rescue Program, and such funds shall be held and administered by the Party appointed as Program Administrator.
53. The budget of the Confined Space Rescue Program shall be determined annually by the Emergency Services Committee and procurement for the Confined Space Rescue Program will comply with the procurement policies and procedures of the Party appointed as Program Administrator.
54. The Program Administrator shall be the Party appointed annually by the Emergency Services Committee to manage and administer the Confined Space Rescue Program. The Program Administrator will:
  - a. collect the annual contribution from the Parties;
  - b. manage the capital and operating budgets of the Confined Space Rescue Program;
  - c. create, in consultation with the other parties, operational guidelines including, but not limited to: training, operations, expenditures, personnel, and health and safety;
  - d. house and maintain the confined space trailer and related equipment;
  - e. facilitate scheduled confined space training evolutions, including records management of training hours and ensuring that Confined Space Rescue Team Members are meeting minimum training requirements for competency;
  - f. maintaining equipment and vehicles, including life cycle asset management; and,

- g. lead and facilitate an annual evaluation for the Confined Space Rescue Team and Program.

55. The Parties agree that the Town of Sidney will be the initial Program Administrator.

## **Liability and Indemnification Regarding Confined Space Rescue**

56. The Party responsible for appointing a Program Administrator for the Confined Space Rescue Program 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 54.
57. 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 54 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.
58. 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 Confined Space Rescue.
59. Notwithstanding the other provisions of this Agreement, for the activities and undertakings of the Confined Space Rescue that fall within the scope of Emergency Management B.C., the Emergency Management B.C. policies related to liability, and indemnification will apply.

## **CHAPTER 5 - GOVERNANCE**

### **Administrative and Governance Matters**

60. The Parties will establish an Emergency Services Committee to provide oversight of this Agreement, to undertake the specific responsibilities assigned to it herein, and to better coordinate Mutual Aid and Automatic Aid responses between the Departments. The members of the Emergency Services Committee are:
- (a) the Fire Chiefs of each Department; and,
  - (b) the Chief Administrative Officers (or their respective designates) of each of the Parties.
61. The Emergency Services Committee will meet no less than four (4) times a year. The Chair may call such other meetings as it deems appropriate and shall call a meeting upon the written request of another Party. The Chair is responsible for ensuring that minutes are kept of each meeting and that an agenda for each regularly scheduled meeting is circulated not less than two weeks in advance of such meeting.



62. The Parties shall make decisions in the Emergency Services Committee by consensus. Where consensus cannot be reached on any issue brought forward for consideration, the matter shall be deemed defeated, rejected, or refused.
63. The Chair of the Emergency Services Committee will rotate annually between the Parties on the anniversary of the date of this Agreement. The first Chair of the Emergency Services Committee shall be a representative of Central Saanich followed by Sidney and then North Saanich.
64. The Chair may invite such other experts and participants to the Emergency Services Committee meetings as the Chair deems appropriate, including representatives of Capital Region Emergency Service Telecommunications Inc. (CREST).
65. Representatives of each of the Dispatch Centres may be invited to attend meetings, or portions of the meetings, of the Emergency Services Committee.

### **Additional Duties of the Emergency Services Committee**

66. The Emergency Services Committee shall, in addition to the matters provided for elsewhere in this Agreement:
  - (a) develop and coordinate joint training and tabletop exercises between the Departments;
  - (b) periodically review and, if considered appropriate, implement changes to Response Protocols;
  - (c) review and, if considered appropriate, recommend changes to the governing bylaws, policies, and procedures of each Department to ensure that the objectives and purposes of this Agreement can be fully realized;
  - (d) review and, if considered appropriate, make recommendations on changes or updates to this Agreement at any time; and,
  - (e) periodically review and, where required or considered necessary, update the other matters for which it is responsible hereunder, including the common Operating Guidelines, the state of pre-incident planning, and the Communications Protocols.
67. The Emergency Services Committee may establish sub-committees comprising some or all of its members and other persons to review and report back on specific matters or issues of concern to it, or to undertake projects such as the development or updating of Operating Guidelines and pre-incident plan formats.
68. The Emergency Services Committee shall, not less than annually, conduct a review of Mutual Aid and Automatic Aid call-outs between the Departments, for the purpose of determining best practices and improving overall effectiveness.
69. The Emergency Services Committee will undertake a review of any a Mutual Aid or Automatic Aid call-out which has resulted in the death of or injury to a member of the public or a member

of one of the Departments. However, such review shall only be undertaken at the direction of legal counsel.

## **Other Aid Agreements**

70. 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 in relation to its requirements for Incident Command System, minimum training levels of responding members, personnel accountability systems, qualification and training identification processes, and common Operating Guidelines, if the Party intends to, or may, call in Mutual Aid or Automatic Aid from the other Department covered hereby, along with aid from such other entity. Any Party which enters into such additional aid agreement shall provide a copy of such agreement to the Emergency Services Committee.

## **Dispute Resolution**

71. 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.

72. 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.

73. 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.

74. Disputes not capable of resolution through discussion under section 71 or mediation under section 72 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.

75. 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

76. Any notice or other communication required or permitted to be given hereunder (other than those involving Mutual Aid or Automatic Aid requests) 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	<a href="mailto:municipalhall@csaanich.ca">municipalhall@csaanich.ca</a>

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

77. 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 6 – INSURANCE

### Insurance

78. Notwithstanding any other provisions of this Agreement, for the activities and undertaking of the Confined Space Rescue Program that fall within the scope of Emergency Management B.C., the Emergency Management B.C. policies related to insurance will apply.
79. 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.
80. The Parties agree that should a Party decide to change insurers as set out section 79, the Parties will in good faith review, and if necessary, revise the liability, indemnity, and insurance provisions of this Agreement.
81. 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.

82. The Parties acknowledge and agree that the MIABC Liability Protection Agreement, to which the Parties are a party, meets the requirements of subsection 81(b), and with respect to commercial general liability insurance identified in subsection 81(b), each shall name the other Parties as an additional named insureds thereunder for purposes outlined in this agreement.

## **CHAPTER 7 – GENERAL PROVISIONS**

### **No Third-Party Beneficiaries**

83. 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 Mutual Aid, Automatic Aid, or Confined Space Rescue 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**

84. 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**

85. 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**

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

**Entire Agreement**

87. This Agreement, including the Schedules hereto, contains the entire agreement between 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**

88. 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**

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

**Other Documents**

90. 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**

91. 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> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p>	<p>THE DISTRICT OF NORTH SAANICH by its authorized signatory(ies):</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p>	<p>THE TOWN OF SIDNEY by its authorized signatory(ies):</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p>
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## **SCHEDULE “A” - MUTUAL & AUTOMATIC AID PROTOCOLS**

1. Except as specifically varied by the terms of these Mutual and Automatic Aid Protocols, the terms and conditions of the Agreement to which this Schedule is attached, including the definitions therein, apply to these Mutual and Automatic Aid Protocols as though set out herein.
2. For greater certainty, nothing in these Mutual and Automatic Aid Protocols prevents a Party from requesting Assistance from any other Party(ies) to this Agreement, in accordance with the Agreement to which this Schedule is attached.

### **Automatic Aid**

3. Except as specifically varied by the terms of these Mutual and Automatic Aid Protocols, the Parties will provide Automatic Aid to each other on the basis set out in the terms and conditions of the Agreement to which this Schedule is attached.

### **Coverage Areas**

4. Automatic Aid shall be provided in the coverage areas set out in Appendix A hereto:
  - a. where Area “A” in Central Saanich is the response zone to which Sidney and North Saanich will provide Automatic Aid;
  - b. where Area “B” in Central Saanich is the response zone to which Sidney will provide Automatic Aid;
  - c. Where the whole of the Town of Sidney is the response zone to which Central Saanich and North Saanich will provide Automatic Aid; and,
  - d. Where the whole of the District of North Saanich, as depicted in Appendix A to this Schedule, is the response zone to which Central Saanich and the Town of Sidney will provide Automatic Aid.
5. Notwithstanding the above, in relation to high-risk Fire Alarm Incidents (“Alarms”):
  - a. Sidney will respond into Central Saanich, and Central Saanich will respond into Sidney for high-risk fire alarm events at complex buildings including hospital and long-term care facilities.
  - b. Sidney will respond into North Saanich and North Saanich will respond into Sidney for high-risk alarm events at complex buildings including schools and “Big Box” structures, and.
  - c. Specific civic addresses may be adjusted by agreement of the Fire Chiefs from time to time upon endorsement by the Emergency Services Committee.



6. Notwithstanding the above, in relation to high-risk Motor Vehicle Incidents on Hwy 17, the specific automatic aid sections of Hwy 17 may be adjusted by agreement of the Fire Chiefs from time to time upon endorsement by the Emergency Services Committee.

### **Call Types**

7. Automatic Aid shall only be applicable to the following call types:
  - (a) any calls for a High-Risk structure fire, whether for a Residential, Commercial, or Industrial property;
  - (b) any High-risk fire alarm events at complex buildings including hospital and long-term care facilities.

### **Time Periods**

8. Automatic Aid shall be provided on a 24-hour per day, seven day per week basis.

### **Response Protocols**

9. The following Response Protocols apply to Automatic Aid provided:
  - (a) **Central Saanich Supplying North Saanich** – Central Saanich shall use reasonable efforts to provide the following initial responses to the following call types when providing Automatic Aid to North Saanich:
    - (i) Structure Fire 1<sup>st</sup> Alarm: Squad;
    - (ii) Structure Fire 2<sup>nd</sup> Alarm: Squad, Ladder, and Duty Chief;
    - (iii) Structure Fire 3<sup>rd</sup> Alarm or Higher: Squad, Engine, Ladder, and Duty Chief; and,
    - (iv) Structure Fire requiring STSS: Squad, Tender, Engine, and Duty Chief.
  - (b) **Central Saanich Supplying Sidney** – Central Saanich shall use reasonable efforts to provide the following initial responses to the following call types when providing Automatic Aid to Sidney:
    - (i) Structure Fire 1<sup>st</sup> Alarm: Squad;
    - (ii) Structure Fire 2<sup>nd</sup> Alarm: Squad, Ladder, and Duty Chief; and,
    - (iii) Structure Fire 3<sup>rd</sup> Alarm or Higher: Squad, Engine, Ladder, and Duty Chief;
  - (c) **North Saanich supplying Central Saanich** – North Saanich shall use reasonable efforts to provide the following initial responses to the following call types when providing Automatic Aid to Central Saanich:
    - (i) Structure Fire 3 (ST3) or Higher Area A: Engine, and Duty Chief;
    - (ii) Structure Fire 3 (ST3) or Higher Area B: Cross coverage for Sidney, and Duty Chief; and,
    - (iii) Structure Fire requiring STSS: Tender, Engine, and Duty Chief.
  - (d) **North Saanich supplying Sidney** – North Saanich shall use reasonable efforts to provide the following initial responses to the following call types when providing Automatic Aid to Sidney:

- (i) Structure Fire 1<sup>st</sup> Alarm: Engine, and Duty Chief;
- (ii) Structure Fire 2<sup>nd</sup> Alarm: 2 Engines, and Duty Chief; and,
- (iii) Structure Fire 3<sup>rd</sup> Alarm or Higher: 2 Engines, and Duty Chief;

(e) **Sidney Supplying Central Saanich** - Sidney shall use reasonable efforts to provide the following initial responses to the following call types when providing Automatic Aid to Central Saanich:

- (i) Structure Fire 3 (ST3) or Higher Area A: Engine, and Duty Chief;
- (ii) Structure Fire 3 (ST3) or Higher Area B: Engine, and Duty Chief; and,
- (iii) Structure Fire requiring STSS: Engine, and Duty Chief.

(f) **Sidney Supplying North Saanich** - Sidney shall use reasonable efforts to provide the following initial responses to the following call types when providing Automatic Aid to North Saanich:

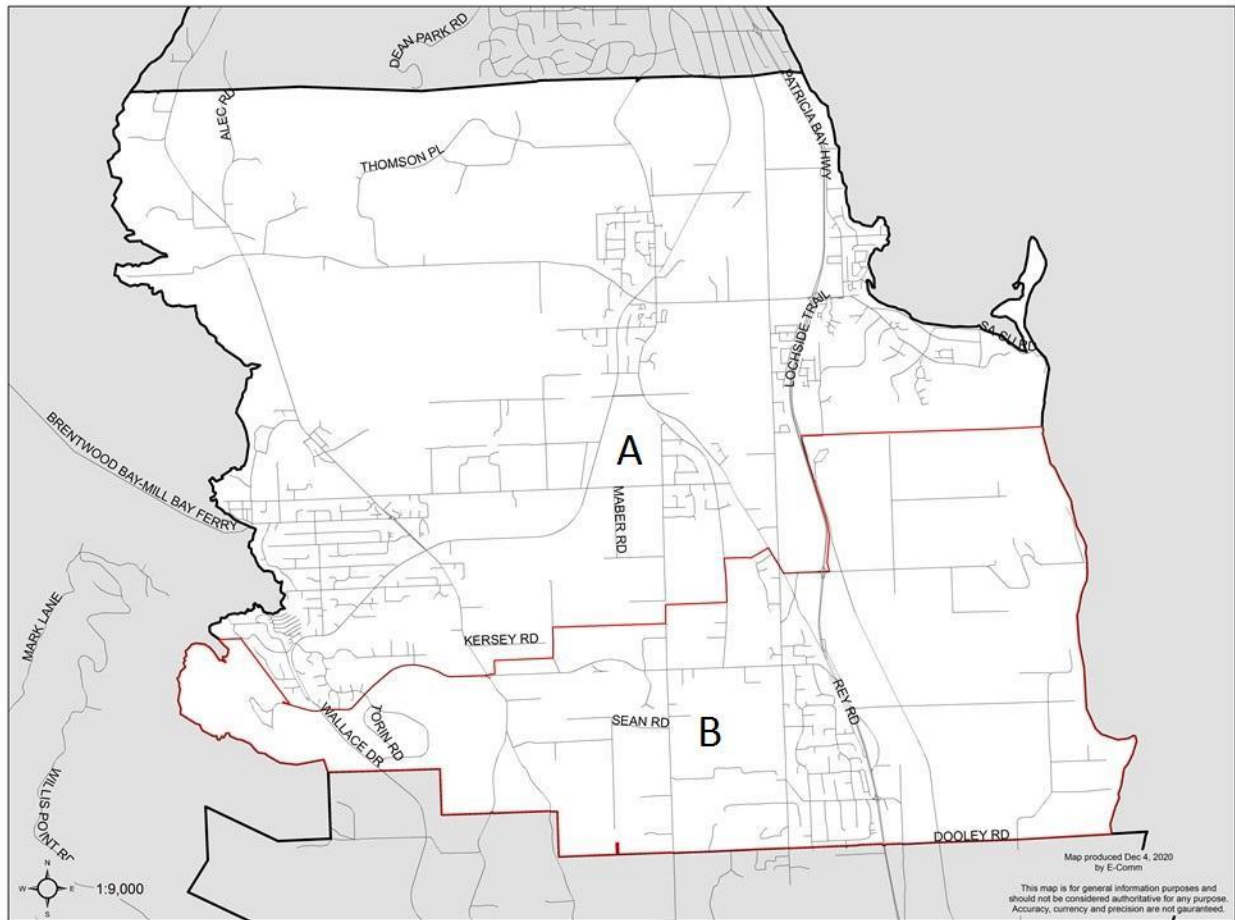
- (i) Structure Fire 1<sup>st</sup> Alarm: Engine, and Duty Chief;
- (ii) Structure Fire 2<sup>nd</sup> Alarm: Tower, and Duty Chief.
- (iii) Structure Fire 3<sup>rd</sup> Alarm or Higher: Engine, and Duty Chief; and,
- (iv) Structure Fire requiring STSS: Engine, and Duty Chief.

### **Dispatch - Notification of the Dispatch Centres**

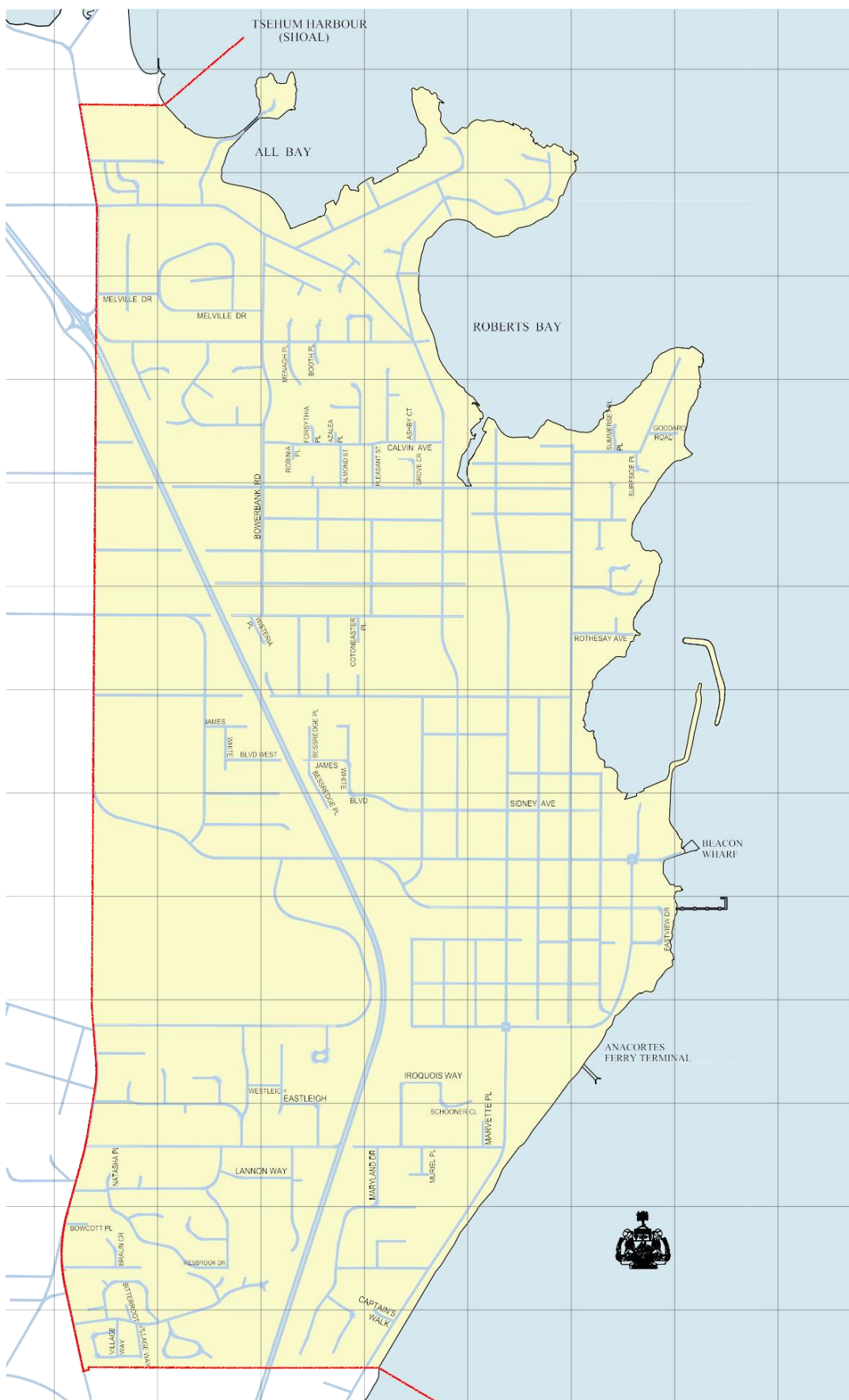
10. The Saanich Dispatch Centre and Surrey Dispatch Centre shall be provided with a current copy of these Mutual and Automatic Aid Protocols and any revisions that may be made hereto. The parties hereto shall ensure that the Dispatch Centre is properly apprised of the nature and extent of the Automatic Aid being provided under these Mutual and Automatic Aid Protocols, and is able to implement same on the date the Mutual Aid, Automatic Aid, and Confined Space Rescue Program Agreement becomes effective.

## Appendix A to Schedule A: Automatic Aid Response Zones

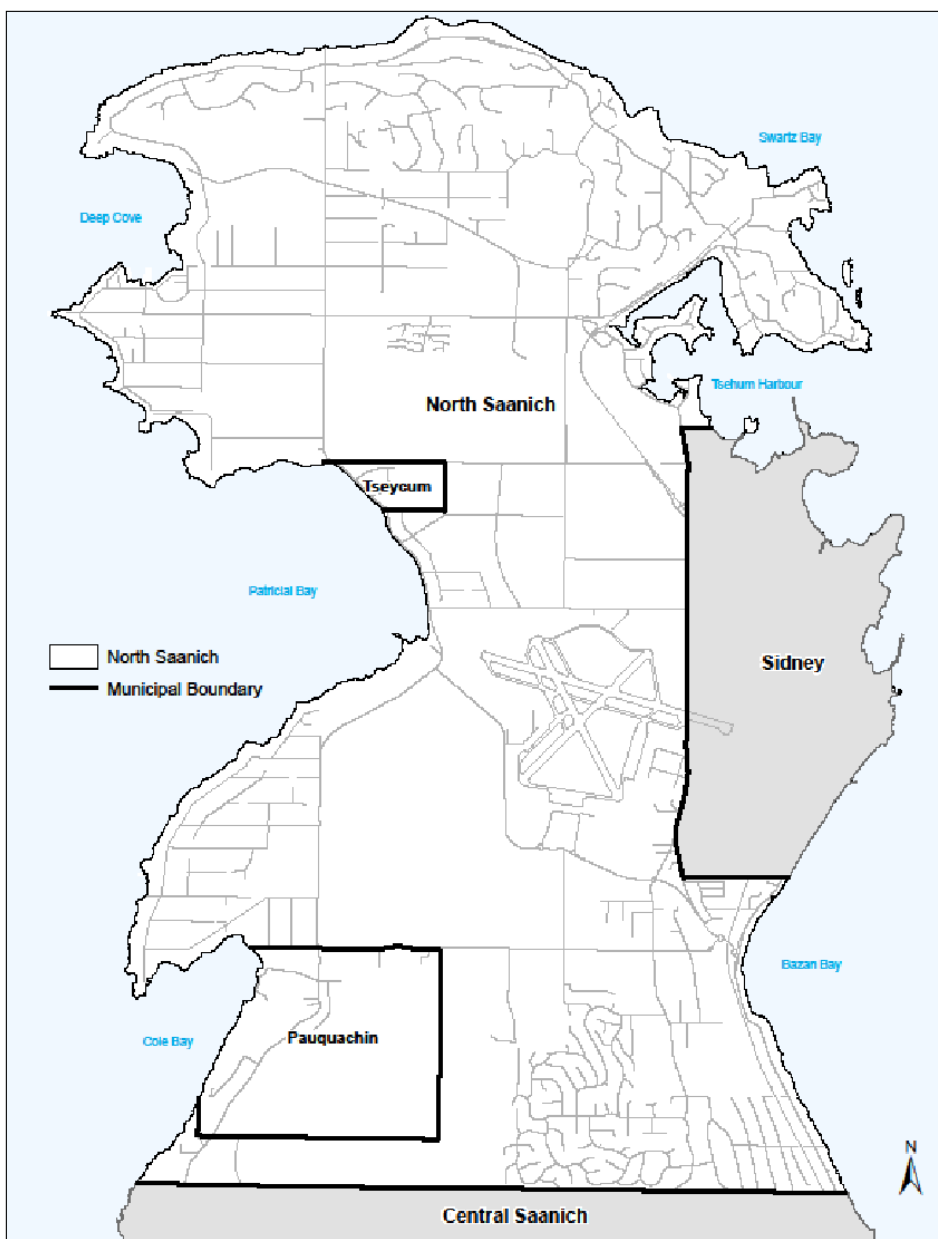
1. Area "A", shown in the map below, is the coverage zone into which Sidney and North Saanich will provide Automatic Aid to Central Saanich under these Protocols.
2. Area "B", shown in the map below, is the coverage zone into which Sidney will provide Automatic Aid to Central Saanich under these Protocols.



3. The whole of the area of Sidney highlighted in yellow in the map below is the coverage zone into which Central Saanich and North Saanich will provide Automatic Aid to Sidney under these Protocols.



4. The whole of the area depicted in white in the map below is the coverage zone into which Central Saanich and Sidney will provide Automatic Aid to North Saanich under these Protocols.



## **SCHEDULE “B” - Automatic Aid Alerting Protocol**

1. Except as specifically varied by the terms of these Automatic Aid Alerting Protocols (“the Alerting Protocols”), the terms and conditions of the Agreement to which this Schedule is attached, including the definitions therein, apply to these Alerting Protocols as though set out herein.
2. The parties will work with CREST and their respective fire dispatch service providers for the development, implementation and maintenance of the following technical and operational items related to the automatic alerting of the three fire departments.

### **Requesting Dispatch Provider**

3. That the parties will work with their respective dispatch providers:
  - a. to ensure that the Responding Department resources are included in the Requesting Department’s response plans for the mutually agreed upon event types;
  - b. to update their respective operating guidelines so that all mutually agreed upon automatic aid event types are dispatched using the common paging code;
  - c. so that the dispatch provider will announce the assigned units for the event Requesting Department units first, and then Responding Department units last;
  - d. to notify the Responding Department’s provider by telephone of the event as soon as is operationally practical after the initial page for the event: and,
  - e. to ensure that by June 1, 2023 all dispatch providers have a CAD-to-CAD software system in place allowing for different dispatch agencies to be alerted of a call when it is first committed to.

### **Responding Dispatch Provider**

4. The Responding dispatch provider shall not re-page using the common paging code upon receipt of the notification phone call.

### **Email Gateway Protocols**

5. A single email address shall be shared by each of the fire departments, and the respective dispatch providers for each department shall establish email gateway protocols to enable secondary alerting through third party applications for all mutually agreed upon event types.