

MEMORANDUM OF UNDERSTANDING

IN RESPECT OF THE COORDINATION OF EMERGENCY RESCUE AND FIRE SERVICES IN VICTORIA HARBOUR

This Memorandum of Understanding (together with all Schedules hereto, this "**MOU**") is made as of July 1, 2018

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by Transport Canada, Programs Branch, Port of Victoria Harbour Master's office;

(**"Transport Canada"**)

AND:

THE CORPORATION OF THE CITY OF VICTORIA, as represented by its Fire Department

(the **"City"**)

(each **"a party"** and together **"the parties"**)

BACKGROUND:

- A. The parties have a long-standing history of successful cooperation on the coordination and delivery of emergency rescue and fire services in Victoria Harbour (as defined below);
- B. The parties wish to confirm and continue their long-standing arrangement in accordance with this MOU;
- C. The Victoria Harbour is a federally-owned harbour that falls within the municipal boundaries of the City. Within the Victoria Harbour is the Victoria Harbour Water Airport (as defined below);

- D. It is the position of Transport Canada that the Victoria Harbour Water Airport is not required under Canadian aviation regulations or legislation to have a dedicated fire service, due to its classification as a water airport and based on the numbers of flights/passengers being below the threshold above which that exemption would not apply; and
- E. Therefore the parties wish to coordinate the provision by themselves and other first responders of fire and rescue services within Victoria Harbour and to the Victoria Harbour Water Airport.

This MOU expresses the current intentions and understandings of the parties.

DEFINITIONS

In this MOU:

- (a) "**EPM**" is the Emergency Procedures Manual, developed in accordance with the Transport Canada Aerodrome Certification Requirements and Emergency Planning Policies, and the BC Emergency Response Management System standards.
- (b) "**VHMERCC**" is the Victoria Harbour Marine Emergency Response Coordination Committee, a group which meets quarterly "with the purpose of providing a forum for TC, the Canadian Coast Guard, other first responders and other interested organizations to maintain an open dialogue on the coordination of marine assets in and around the Victoria Harbour during emergency or security response and recovery activities" (see VHMERCC Terms of Reference attached as Schedule A);
- (c) "**Victoria Harbour**" as defined in the Public Ports and Public Port Facilities Regulations means: "All the navigable waters, including any foreshore, from a line running from the Ogden Point breakwater in a westerly direction to the southern end of Macauley Point northward to the Trestle Bridge; and
- (d) "**Victoria Harbour Water Airport**" means the float plane airport within Victoria Harbour known by call symbol CYWH.

1. EMERGENCY RESPONSE PLANNING

Both parties commit to make continued efforts via the VHMERCC forum to conduct emergency planning for Victoria Harbour. TC will continue to co-chair this forum and the City as represented by its Fire Department (the "VFD") will continue to be a core member.

Key benefits/deliverables include:

- Sharing knowledge of roles and responsibilities for participating members to build closer working relationships;
- Developing methodologies for coordination of marine activities to develop, promote, and conduct collaborative training and exercise activities;
- Building a shared exercise calendar for inter-organizational participation;
- Enhanced communications operability;
- Enhanced data sharing on public safety issues;
- Environmental stewardship;
- Promotion of safe working environment for all members.

2. COLLABORATION ON THE EMERGENCY PROCEDURES MANUAL

TC will take the lead on the EPM, and will ensure that it is current, in collaboration with other key first response stakeholders. The City will continue to provide input to TC to ensure the Standard Operating Procedures contained therein are reflective of their own procedures.

3. EMERGENCY RESPONSE

TC does not have any specific requirements or expectations for the City with regards to equipment, personnel or training. The City will respond to a vessel or aircraft fire on the water as per normal municipal response protocols. In the case of an on-water vessel or aircraft emergency, the City will respond under the direction of the Joint Rescue Coordination Centre (JRCC) as a Vessel of Opportunity, when and if they are available. TC does not expect the City to be a primary marine responder or to maintain any specific state of readiness or response time; but acknowledges the great benefit to all harbour stakeholders of having a fire boat asset in the Victoria Harbour.

4. TRAINING AND EXERCISES

TC will continue to organize familiarization and training exercises in collaboration with the air carriers who use Victoria Harbour Water Airport to ensure first responder familiarity with floatplanes. Through the VHMERCC forum, both TC and the City will continue to participate in the organization and execution of both tabletop and live exercises that will test different components of the EPM.

5. INSURANCE

TC will continue to provide an insurance policy that covers the liability of municipalities arising out of operations in connection with their provision of emergency rescue services at the Victoria Harbour Water Airport and otherwise within the Victoria Harbour, up to a limit of \$100,000,000 for bodily injury and property damage.

6. AMENDMENTS / TERMINATION

This MOU may be amended only by agreement of both parties in writing.

7. FINANCIAL ARRANGEMENTS:

The parties will continue to bear their own costs regarding the arrangements described in this MOU.

8. DEPARTMENTAL REPRESENTATIVES:

The following officials are designated as the parties' representatives for the purpose of this MOU, and any notices required under this MOU shall be delivered addressed as follows:

For Transport Canada:

Mariah McCooey
Harbour Master/Airport Manager
Public Port of Victoria
12 Erie St., Victoria BC
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250-363-3578

For the Corporation of the City of
Victoria



Paul Bruce
Fire Chief
Victoria Fire Department
1234 Yates St., Victoria BC
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250-217-2622]

9. NON LEGALLY BINDING


This MOU is intended to express the current understanding of the parties, but this document is expressly confirmed to be not legally binding in any circumstances.

The parties hereby confirm their mutual understanding as of the date first written above.

THE CORPORATION OF THE CITY OF VICTORIA,
by its authorized signatory(ies):




Lisa Helps
Mayor, City of Victoria



Chris Coates
City Clerk, City of Victoria

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by Transport Canada by its
authorized signatory(ies):



Name: MARIAH MCLOONEY
Title: HARBOUR MASTER

Name:
Title: