

Amended Reciprocal Fire Services Mutual and Automatic Aid Agreement

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

BETWEEN:

THE CORPORATION OF THE CITY OF VICTORIA
1 Centennial Square
Victoria, B.C.
V8W 1P6
("Victoria")

AND:

THE CORPORATION OF THE DISTRICT OF SAANICH
770 Vernon Avenue
Victoria, B.C.
V8X 2W7
("Saanich")

AND:

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 Oak Bay Avenue
Victoria, B.C.
V8R 1G2
("Oak Bay")

AND:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT
1229 Esquimalt Road
Victoria, B.C.
V9A 3P1
("Esquimalt")

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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 is prepared to meet the commitments related to enhanced cooperation, including the costs arising from the increased joint training necessary to ensure both safe and effective emergency scene operations and compliance with all statutory and regulatory requirements, including the *Workers Compensation Act* and regulations, and Provincial training standards;

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 activities and services;

AND WHEREAS Oak Bay, Saanich and Victoria entered into a Reciprocal Fire Services Mutual and Automatic Aid Agreement dated as of 25 January 2021 (the “Original Agreement”) and have agreed with each other and with Esquimalt to amend and replace the Original Agreement for the purposes of adding Esquimalt as a Party, and to make such other changes as the Parties have agreed to update the Original Agreement, thereby superseding the Original Agreement with this Agreement;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Parties hereto covenant and agree as follows:

Interpretation

1. In this Agreement, including in the recitals hereto, the following capitalized terms shall 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 two corresponding Parties, as contemplated by section 12 and Schedule A hereof;

- (d) **“Backfill Request”** means a request from one Department to another Department for a Backfill Unit as provided in section 16 hereof;
- (e) **“Backfill Unit”** mean any apparatus and personnel provided by a Department to another Department in connection with a Backfill Request;
- (f) **“Backfilled Department”** means the Department that makes a Backfill Request and receives a Backfill Unit;
- (g) **“Business Day”** means any day other than a Saturday or a holiday, as the latter term is defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, as amended;
- (h) **“Call-out Protocols”** means the protocols developed by the Fire Services Committee pursuant to section 8 hereof, which determines which Department shall be first called out to respond to any given Mutual Aid request from each of the Departments;
- (i) **“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, including through the provision of any Backfill Unit, or the provision of, or failure to provide, Mutual Aid or Automatic Aid as contemplated hereby;
- (j) **“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 or Automatic Aid response;
- (k) **“Departments”** means, collectively, Esquimalt Fire Rescue, operated by Esquimalt; Oak Bay Fire Department, operated by Oak Bay; Saanich Fire Department, operated by Saanich; and Victoria Fire Department, operated by Victoria; and **“Department”** means any one of them;
- (l) **“Dispatch Centre”** means any of Saanich Fire Dispatch or Surrey Fire Dispatch, or any entity or organization replacing or succeeding either of the foregoing for any of the Departments;
- (m) **“Fire Chief”** means the individual duly appointed as Fire Chief of any of the Departments, and includes, where relevant, any delegate designated by the Fire Chief;
- (n) **“Fire Services Committee”** means a committee established under and comprising those participants set out in section 30 hereof, which shall be responsible for those matters assigned hereunder or as otherwise agreed between the Parties;
- (o) **“ICS”** means the incident command system established by the Departments under section 20 hereof, based on the B.C. Emergency Management System;

- (p) **“Incident”** means an emergency event to which a Department has or ordinarily would respond and, where relevant, includes any event which has resulted in a request for Mutual Aid, or the triggering of Automatic Aid, under or in accordance with this Agreement;
- (q) **“Incident Commander”** means the individual in charge at an Incident, in accordance with the ICS;
- (r) **“Mutual Aid”** means Assistance provided by a Responding Department to a Requesting Department in accordance with a request made by the latter under or in accordance with this Agreement;
- (s) **“NFPA 1001 FF-II”** means, in relation to a firefighter, an individual who is qualified to the “Fire Fighter II” level under National Fire Protection Association, *NFPA 1001: Standard for Fire Fighter Professional Qualifications* (current edition);
- (t) **“NFPA 1021 FO-I”** means, in relation to a fire officer, an individual who is qualified to the Fire Officer I level under National Fire Protection Association, *NFPA 1021: Standard for Fire Officer Professional Qualifications* (current edition);
- (u) **“OGs”** means standard operating guidelines;
- (v) **“Parties”** mean, collectively, Esquimalt, Oak Bay, Saanich and Victoria; and “Party” means any one of them. Where relevant or the context so requires, a reference to a “Department”, or to a “Requesting Department” or to a “Responding Department” or to a “Backfilled Department” includes a reference to the Party responsible for such Department;
- (w) **“Provincial Training Standards”** means the minimum training requirements for fire service personnel, established by the Fire Commissioner pursuant to paragraph 3(3)(b) of the *Fire Services Act*, as such standards may be updated, revised or replaced from time to time;
- (x) **“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;
- (y) **“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 into another Department’s jurisdiction under an Automatic Aid callout;
- (z) **“Response Protocols”** means the protocols established by each Department in accordance with section 9 and/or section 12(d) hereof, specifying the level and nature of the Assistance that it will provide in relation to requests for Mutual Aid or Automatic Aid activations;

- (aa) “**Service Level**” means, in relation to any Department, the service level it is authorized to provide by its authority having jurisdiction under and in accordance with the Provincial Training Standards; and
 - (bb) “**Workers Compensation Act**” means the *Workers Compensation Act*, R.S.B.C. 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", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth 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 term or statement;
 - (b) words in the singular include the plural and words importing a corporate entity include individuals, and vice-versa;
 - (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;
 - (d) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
 - (e) headings used herein, the provision of a table of contents, and the division of this Agreement into Articles, sections subsections and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Schedules

3. The following schedules are hereby incorporated into and form part of this Agreement:
- Schedule A: Automatic Aid Protocols – Template; and
 - Schedule B: Addresses and Contact Details for Notices.

Term and Termination

- 4. This Agreement shall have an initial term of five years, commencing on the effective date hereof, and shall renew automatically for further one-year terms unless terminated in accordance with section 5.
- 5. A Party may terminate its participation in this Agreement at any time after the initial term of this Agreement, by giving not less than six months’ notice in writing to the other Parties.

Notwithstanding the termination of participation by any one Party, this Agreement continues in effect, unamended, for the remaining Parties.

Mutual Aid Requests

6. A Requesting Department, through its Fire Chief, a duty officer, or 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 (including, without limitation, circumstances where the Requesting Department is engaged with another Incident). The Fire Services Committee shall develop common OGs which specify how and when Mutual Aid may be invoked by each Department.
7. Mutual Aid requests will be placed through the relevant Dispatch Centre, which will direct the request either to the appropriate Responding Department or the appropriate Dispatch Centre for the Responding Department. The request must note the call type and nature of the Assistance required.
8. The Fire Services Committee shall establish Call-out Protocols, specifying which Department will be the first to receive a Mutual Aid request from another Department. In general, these Call-out Protocols will be based on the concept of the nearest unit response, though it may be varied to take into account call type, Assistance required, and training or capabilities required, from a Responding Department. Each Dispatch Centre shall be provided with the most current version of the Call-out Protocols by the Fire Services Committee.
9. Each Department shall develop and provide to the Fire Services Committee its Response Protocols, which specify what Assistance will be made available to another Department in a Mutual Aid request, based on call type, resource availability and general requirements. Each Dispatch Centre shall be provided with the most current version of the Response Protocols for each Department by the Fire Services Committee. A Department may modify its Response Protocols at any time, by delivering the revised Response Protocols to the Fire Services Committee.
10. In the event that a Responding Department refuses a Mutual Aid request:
 - (a) it shall communicate its inability or refusal to respond as soon as reasonably possible to its Dispatch Centre, which shall either notify the Requesting Department (if such Dispatch Centre dispatches the Requesting Department) or notify the Requesting Department's Dispatch Centre, which shall notify the Requesting Department; and
 - (b) upon receiving notice of a refusal of a Mutual Aid request, the Requesting Department's Dispatch Centre will then apply the Call-out Protocols to activate another Department for that request.
11. A Department, through its Fire Chief or duty officer, shall be entitled, in its sole discretion, to refuse a Mutual Aid request, and no liability shall attach as a result.

Automatic Aid Arrangements

12. Any two or more Parties may establish Automatic Aid arrangements between themselves, on such basis as they may agree, using the template attached as Schedule A, hereto. For certainty, the Automatic Aid arrangements made between Saanich and Oak Bay, recognized under the Original Agreement, are hereby ratified and confirmed, and deemed continued under this Agreement as through made hereunder, and may be amended, terminated or replaced in accordance with this Agreement. Automatic Aid Arrangements shall otherwise be subject to the terms of this Agreement. Automatic Aid Arrangements shall specify the following details:
- (a) the participating Departments;
 - (b) the portions of each Department's fire protection area covered by the arrangements;
 - (c) the call types covered by the arrangements;
 - (d) each participating Department's Response Protocols related to the arrangements; and
 - (e) the details as to the time of day, or day of the week, that the arrangements are active.
13. Each Dispatch Centre will be provided with the most current version of all Automatic Aid arrangements, including the matters described in section 12 hereof, by the Parties involved. A copy of all Automatic Aid arrangements (and any revisions thereto), will be provided to the Fire Services Committee by the relevant Parties.
14. In the event that a Responding Department refuses an Automatic Aid request, it shall communicate its inability or refusal to respond as soon as reasonably possible to its Dispatch Centre, which shall either notify the Requesting Department (if such Dispatch Centre dispatches the Requesting Department) or notify the Requesting Department's Dispatch Centre, which shall notify the Requesting Department.
15. A Department, though its Fire Chief or duty officer, shall be entitled, in its sole discretion, to refuse an Automatic Aid request, and no liability shall attach as a result.

Backfill Requests

16. A Department (the "Backfilled Department") that wishes to take a unit out of service for training, or such other purposes as may be agreed between the two Departments, may make a Backfill Request to another Department, subject to the following:
- (a) The Backfill Request will specify the date on which, length of time for which, and purpose for which, a Backfill Unit is required.
 - (b) The Department providing a Backfill Unit may recover the costs associated therewith as set out in subsections 46(c) and 47(c).

- (c) The relevant Dispatch Centre or Dispatch Centres will be provided with all information relating to the Backfill Request necessary to ensure prompt and effective dispatching of the Backfill Unit.
- (d) The Backfill Unit will become a primary responding unit for calls directed to the fire hall in which it is stationed. The personnel assigned to the Backfill Unit have full power and authority to respond to all calls for service directed to the Backfill Unit by the relevant Dispatch Centre, including Mutual Aid requests or Automatic Aid requests. The provisions of this Agreement, including operational powers granted under section 17 and the liability and indemnity provisions, apply to the Backfill Unit as though it was a responding on a Mutual Aid request, except that, for the purposes of sections 28 and 29 (Right of Recall and Earliest Release), the Backfill Unit shall be treated as a unit of the Backfilled Department when responding to calls in the Backfilled Department's ordinary service area.
- (e) The Backfilled Department shall ensure that there is an operations officer of appropriate seniority available in person or by telephone or radio, to provide such guidance, direction and assistance as may reasonably be required by the personnel of the Backfill Unit.
- (f) A Backfill Unit may respond to a Mutual Aid or Automatic Aid request, including any request from its originating Department, subject to the direction, if any, provided by the Backfilled Department's operations officer noted in subsection 16(e). Where the Backfill Unit responds to a Mutual Aid or Automatic Aid request, the Backfilled Department may claim cost recovery for that response in accordance with sections 46 and 47, based on the cost to the Backfilled Department of the Backfill Unit.
- (g) The senior officer of the Backfill Unit has full authority to request Mutual Aid for any calls to which the Backfill Unit is sent. The Backfilled Department is solely responsible for the cost of any such Mutual Aid requests in accordance with sections 46 and 47 of this Agreement.
- (h) A Fire Chief may, in his or her sole discretion, refuse any Backfill Request.
- (i) The Fire Services Committee will develop appropriate OGs covering the recall from training (or recall from any other event) of the Backfilled Department's personnel and apparatus, where a major Incident occurs within the Backfilled Department's jurisdiction that makes such recall necessary to meet operational needs and requirements.

Operational Matters

17. A Responding Department operating in a Requesting Department's fire protection area, shall be entitled, in relation to any Mutual Aid or Automatic Aid Incident, to exercise the same powers and authority that the Responding Department exercises in its own jurisdiction.

18. Each Department has been authorized by its authority having jurisdiction to operate at the "Full Service" Service Level under the Provincial Training Standards, and covenants to remain at that level so long as it is providing or receiving Assistance under this Agreement.
19. Each Department shall conduct pre-incident planning of the principal risks within its jurisdiction, and, in particular, high-risk buildings such as big-box stores, older high-rise buildings and major industrial premises. In relation to pre-incident plans:
 - (a) the Fire Services Committee will agree a standardized format and content for pre-incident plans, including agreeing an electronic format that is compatible with currently in-use mobile work stations of each Department;
 - (b) the pre-incident plans will be shared with the other Departments through the Fire Services Committee; and
 - (c) pre-incident plans will be updated not less than annually by the relevant Department. Pre-incident plans which have not been so updated will be identified with a caution, or pulled from use.
20. All responses will use the ICS, which shall be based on the B.C. Emergency Management System's incident command system. The Fire Services Committee shall develop common OGs specifying the manner and mode of applying ICS 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 a Responding Department's right to recall its Assistance in accordance with section 28 hereof; and
 - (e) addressing the early release of the Assistance provided by a Responding Department in accordance with section 29 hereof.
21. Each Department will incorporate the ICS contemplated by this Agreement in the training of its personnel.
22. The Fire Services Committee shall develop, and the Departments shall implement, a common personnel accountability system for use at Mutual Aid and Automatic Aid Incidents.
23. A Responding Department shall not permit a member to respond to a Mutual Aid or Automatic Aid request, who has not yet achieved, in relation to firefighters, at least NPFA 1001 FF-II qualifications, and, in relation to fire officers, NPFA 1021 FO-1. The Fire 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.

24. The Fire Services Committee shall develop, and the Departments will 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.
25. The Fire Services Committee shall develop, and the Departments will implement, common OGs for responses at Incidents.
26. Each Party shall have 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 to the service areas of all participating Parties, regardless of whether Mutual Aid or Automatic Aid has been requested or dispatched in relation to a particular Incident.
27. The Fire Services Committee shall 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 vary materially from each other, such that the differences would impede the ready use of such equipment or apparatus by members of another Department. The Parties agree to consult on major equipment and apparatus purchases with a view to ensuring equipment and apparatus interoperability and, where considered appropriate, standardization.

Right of Recall and Earliest Release

28. A 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 ICS.
29. A Requesting Department shall release from an Incident the Assistance provided by a Responding Department before releasing any of its own responding members or apparatus.

Administrative and Governance Matters

30. The Parties will establish a Fire 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 Fire Services Committee shall comprise the Fire Chiefs of each Department (or their respective designates).
31. Where possible, the Parties shall endeavour to make decisions in the Fire Services Committee by consensus. Where consensus is not reached on a matter or an issue, then such matter or issue fails. Where a matter or issue is rejected, a Department may refer such matter or issue to the dispute resolution processes set out in this Agreement.

32. The Fire Services Committee shall have a Chair and a Vice-Chair, which positions shall rotate biennially, with the Vice-Chair succeeding to the Chair's position using the following rotation order: Victoria, Oak Bay, Esquimalt and Saanich. At the date hereof, the current Chair is the Victoria Fire Chief and the Vice-Chair is the Oak Bay Fire Chief, each of whom is hereby ratified in his position, to be held until 31 December 2024.
33. The Fire Services Committee shall meet not less than twice per year. Any Department may, on not less than 30 days' written notice to the other Departments, call a meeting of the Fire Services Committee. The Chair is responsible for ensuring that minutes are kept of each meeting, and that an agenda for each upcoming meeting is circulated not less than two weeks in advance of such meeting. Meetings may be held electronically using on-line collaboration software.
34. The Chair may invite such other experts and participants to the Fire Services Committee meetings as he or she deems appropriate, including representatives of the Capital Region Emergency Service Telecommunications.
35. Representatives of the Dispatch Centres shall be invited to attend all meetings of the Fire Services Committee.
36. The Fire Services Committee shall, in addition to the matters provided for elsewhere in this Agreement:
 - (a) develop and coordinate joint training and table top exercises among the participating Departments, including encouraging regular joint training on a bilateral basis between Departments which regularly assist one another. Each Department shall identify to the Fire Services Committee significant risks within its jurisdiction in respect of which specialized training or enhanced preparations are required to ensure an effective and safe joint response. The Fire Services Committee shall use such information to prioritize the joint training efforts;
 - (b) periodically review and, if thought appropriate, recommend changes to Response Protocols and Call-out Protocols;
 - (c) review and, if thought appropriate, recommend changes to the governing bylaws of each Department to ensure that the objects and purposes of this Agreement can be fully realized, including in respect of matters such as proper authorization of mutual aid and automatic aid responses, and recovery from third parties of costs associated with, or damage sustained during, joint operations;
 - (d) review and, if thought appropriate, make recommendations on changes or updates to this Agreement at any time, and, in any event, conduct such a review at least triennially; and
 - (e) periodically review and, where required or considered necessary, update the other matters for which it is responsible hereunder, including the common OGS, the state of pre-incident planning, joint training, and the Communications Protocols.

37. The Fire Services Committee may establish inter-departmental sub-committees comprising members of the Departments and such other persons as it may designate, 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 OGs and pre-incident plan formats, or establishment of joint training exercises.
38. The Fire 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, and reporting on same to the respective Parties' Councils. It shall also review any situations where a Mutual Aid or Automatic Aid request has been refused by a Department. Where a Mutual Aid or Automatic Aid call-out:
- (a) has resulted in the death of or serious injury to a member of the public or a member of one the Departments, and there has been a Claim, or there is the possibility of a Claim against or involving any of the Departments involved, or
 - (b) the management or outcome of an Incident may reasonably give rise to a potential Claim against any of the Departments involved,
- the Fire Services Committee will only undertake a review of such Incident at the direction of the relevant Parties' respective internal or external legal counsel.

Liability, Indemnification and Insurance

39. In relation to the provision or failure to provide Mutual Aid or Automatic Aid as contemplated by this Agreement, no Party, including its elected officials, officers, employees, contractors or agents, shall be liable to another Party:
- (a) for failing to, or declining to, respond to a Mutual Aid or Automatic Aid request;
 - (b) for providing a delayed response to a Mutual Aid or Automatic Aid request; or
 - (c) for responding with insufficient or inadequate resources, or providing Assistance which is different from that set out in the Response Protocols or requested by a Requesting Department.
40. The Party responsible for the Responding Department shall not be liable to the Party responsible for the Requesting Department, or to any third party, for any Claims arising from the provision or failure to provide Assistance in response to a Mutual Aid or Automatic Aid request. The Party responsible for the Requesting Department hereby indemnifies the Party responsible for the Responding Department (including elected officials, officers, employees, volunteers, contractors or agents) (each, an "Indemnified Person") from and against all such Claims, including those arising from the circumstances contemplated by sections 11, 15 and 39 hereof.
41. The Party responsible for a Backfill Unit shall not be liable to the Party responsible for the Backfilled Department, or to any third party, for any Claims arising from operations of the

Backfill Unit. The Party responsible for the Backfilled Department hereby indemnifies the Party responsible for the Backfill Unit (including elected officials, officers, employees, volunteers, contractors or agents) (each, an "Indemnified Person") from and against all such Claims including those arising from the circumstances contemplated by sections 11, 15 and 39 hereof.

42. The liability exclusion and indemnity provided in sections 39, 40 and 41 shall not apply:

- (a) where the Claim against an Indemnified Person arises from that Indemnified Person's gross negligence or wilful misconduct in connection with emergency operations, overhaul or clean-up at an Incident;
- (b) in connection with any Claims arising from mustering members to a 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;
- (c) in relation to Compensation Claims, which shall be managed in accordance with section 45 hereof; or
- (d) in relation to damage to apparatus or equipment suffered or experienced during an Incident, which shall be managed in accordance with section 44 hereof.

43. Each Party shall carry the following minimum levels of insurance :

- (a) coverage for all of its Department members under the *Workers Compensation Act*;
- (b) commercial, 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, which policy shall add each of the other Parties as an additional insured thereunder. The policy, policies, and/or program may 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,

with the Parties acknowledging and agreeing that the MIABC Liability Protection Agreement to which Esquimalt, Oak Bay and Victoria are each a party, and the program of self-insurance undertaken by Saanich, is each deemed sufficient to meet the requirements of this subsection 43(b); 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.

44. Each Party shall be responsible for the costs of repairing damage to or replacing its own apparatus or equipment in relation to damage suffered during or arising from an Incident which involves a Mutual Aid or Automatic Aid response.
45. This Agreement does not constitute an employee – employer relationship between the Requesting Department and any member of the Responding Department and nothing in this Agreement shall constitute either Departments as the “prime contractor,” as defined in the Workers Compensation Act and regulations, in relation to an Incident. Any Compensation Claims, and any costs associated therewith, by a member of the Responding Department arising out of or related to a Mutual Aid or Automatic Aid response, shall be the responsibility of the Responding Department. Similarly, this Agreement does not constitute an employee – employer relationship between the Backfilled Department and any member of the Backfill Unit. Any Compensation Claims, and any costs associated therewith, by a member of a Backfill Unit shall be the responsibility of the Department that provided such Backfill Unit.

Reimbursement and Cost Recovery

46. Any Responding Department providing Assistance to a Requesting Department, or a Department providing a Backfill Unit, may obtain reimbursement for:
 - (a) the actual cost of any consumables (e.g., foam, extinguishers, etc.) expended during an Incident;
 - (b) the actual costs related to deployment and, where relevant, backfilling of its personnel in relation to any Mutual Aid or Automatic Aid event that exceeds one hour in duration; and
 - (c) in relation to any Backfill Request under section 16, the costs associated with the personnel and any apparatus assigned to the Backfilled Department.
47. A Department may obtain reimbursement under section 46 by providing a notice in writing (the “Reimbursement Notice”) to the Requesting Department or Backfilled Department, as the case may be, that specifies:
 - (a) in relation to consumables, the Incident, the consumables used (including the quantity), and the actual cost of replacement, without any mark-up for administration or overhead;
 - (b) in relation to Mutual Aid or Automatic Aid responses that exceed one hour in duration, the number of personnel deployed, and, in relation to any backfilling, the number of positions filled (which shall not exceed the number personnel assigned to the event), with the costs associated therewith determined based on the terms of the Responding Department’s collective agreement in effect as at the date of the Incident; and

(c) in relation to Backfill Requests, specifying the date or dates on which the Backfill Unit was provided, with the costs thereof being the greater of:

- i. the costs associated with providing the members assigned to the Backfilled Department's hall, or
- ii. the cost of any backfilling undertaken by the Department providing the Backfill Unit;

in each case, determined based on the collective agreement of the Department providing the Backfill Unit as in effect at the date that the Backfill Unit is provided.

48. Reimbursement Notices must be sent within 60 days of the Incident or event giving rise thereto.
49. In relation to Reimbursement Notices for consumables or Backfill Requests, the Requesting Department shall pay the amount owing within 60 days of receipt of the Reimbursement Notice, unless it sends a written notice disputing the amount owing, in which case the dispute resolution sections of this Agreement shall apply.
50. Reimbursement Notices relating to Mutual Aid and Automatic Aid responses occurring during any given calendar year will be held until the first quarter of the following calendar year, at which time they will be set-off as between each of the Parties. The Chief Administrative Officers (or designates) of each of the Parties shall agree the total net amount owing as between each of the Parties. Amounts owing are due and payable within 30 days of set-off of the bills and settlement of the final amounts owing, as contemplated by this section. Where the amount under any Reimbursement Notice remains the subject of consideration under the dispute resolution sections of this Agreement, it shall not be included in the set-off process, but will be paid as and when settled through the dispute resolution process.
51. The Parties will cooperate to recover the cost of any Mutual Aid or Automatic Aid responses, to the extent reasonably practicable and possible, from relevant third parties or other levels of government (e.g., Emergency Management British Columbia or B.C. Wildfire Service).

Other Aid Agreements

52. Nothing in this Agreement is intended to preclude a Party or its Department from entering into mutual or automatic aid agreements with other persons, provided, however, that any such aid agreements will be consistent with this Agreement in relation to its requirements for ICS, personnel accountability systems, qualification and training identification processes and common OGS, if the Party intends to, or may, call in Mutual Aid or Automatic Aid from one of the Departments covered hereby, along with aid from such other person. Any Party which enters into such additional aid agreement shall provide a copy of such agreement to the Fire Services Committee.
53. Nothing in this Agreement limits or prevents a Party or its Department from requesting assistance under the Disaster Mutual Aid Agreement (the "Disaster Mutual Aid Agreement"),

variously dated in September and October 2000 (as same may be updated or replaced from time to time), made between and among Victoria, Saanich, Oak Bay, Esquimalt, the District of Central Saanich ("Central Saanich"), the District of North Saanich, the Town of Sidney ("Sidney"), the District of Metchosin, the Town of View Royal ("View Royal"), the City of Colwood ("Colwood"), the District of Langford, the District of Highlands and the District of Sooke.

Dispute Resolution

54. 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 and shall be put in writing and sent to each of the other relevant Fire Chiefs, identifying in reasonable detail the matters at issue. Where a Dispute arises:
- (a) the relevant Fire Chiefs from the Parties in dispute shall use their reasonable best efforts to settle the Dispute within 30 days of receiving written notice of it; and
 - (b) where the relevant Fire Chiefs are unable to resolve the Dispute, it shall be referred to a committee composed of the Chief Administrative Officers of the involved Parties, who shall use their reasonable best efforts to settle the Dispute within 30 days, or such longer time as they may all agree.
55. Disputes not capable of resolution through discussion under section shall be submitted to arbitration pursuant to the *Arbitration Act*, S.B.C. 2020, c. 2, to a single arbitrator appointed jointly by the Parties to the dispute. 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 award of the arbitrator shall be final and binding upon the Parties.
 - (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.
 - (e) Notwithstanding this section, nothing in this Agreement shall prevent a Party from making such applications to a court of competent jurisdiction as it deems necessary or advisable to protect its legal position or interests in relation to any Dispute.

Notices

56. Any notice or other communication required or permitted to be given hereunder (other than requests for Mutual Aid or Automatic Aid) 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 out in Schedule B hereof. 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.

No Third-Party Beneficiaries

57. No provision of this Agreement is intended, or is to be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any person other than the Parties hereto and their respective Departments, elected officials, officers, employees, agents, volunteers, or contractors. 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 contemplated hereunder, is entitled to use, rely upon or assert any rights under this Agreement, or claim any benefit pursuant to this Agreement, including, without limiting the generality of the foregoing, 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 must meet.

General Provisions

Governing Law

58. 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

59. 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

60. This Agreement may not be modified or amended except with the written agreement of all of the Parties, except to the extent specifically provided for herein.

Entire Agreement

61. Subject to section 63, this Agreement, including the Schedules hereto, the OGS contemplated hereby, and any completed Schedules A entered into between any two or more Parties, 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, including, to the extent provided below, the following agreements:
- (a) the Original Agreement made between Victoria, Oak Bay and Saanich, which is hereby terminated by Victoria, Oak Bay and Saanich;
 - (b) the Firefighting Mutual Aid Agreement made between and among Esquimalt, Oak Bay, Saanich and Victoria, dated December 18, 1980 (the “1980 Agreement”), which is hereby terminated by Esquimalt, Oak Bay, Saanich and Victoria;
 - (c) the Firefighting Mutual Aid Agreement made between Victoria and Saanich dated May 2001, which is hereby terminated by Victoria and Saanich;
 - (d) the Fire Services Agreement made between and among Central Saanich, Esquimalt, Oak Bay, Saanich, and View Royal, dated 2 August 2016 (the “2016 Agreement”), in respect of which Saanich has terminated its participation; provided that the 2016 Agreement continues in full force and effect (unless subsequently terminated) as between Oak Bay and the other parties thereto other than Saanich, but is deemed, as between Oak Bay and Saanich to have been superseded and replaced by this Agreement. A copy of such agreement is deemed to have been delivered to the Parties as required by section 52;
 - (e) the Firefighting Mutual Aid Agreement made between Oak Bay and Saanich dated 27 February 1989, which, for certainty, is hereby terminated by Oak Bay and Saanich;
 - (f) the Mutual and Automatic Aid Agreement made between Oak Bay and Saanich dated December 2020/January 2021 (the “2020 Agreement”), which, for certainty, is hereby terminated by Oak Bay and Saanich.
 - (g) In respect of the agreements identified in subsections 61(a),(b), (c), (d), (e), and (f), each of the Parties acknowledges and agrees that, as between themselves, any termination notices given were given properly and are accepted, or the need for providing such notice is waived.
62. Notwithstanding subsection 61(a), all actions taken under the Original Agreement are hereby ratified and confirmed by the Parties, and all debts, obligations and liabilities accrued thereunder by each of Victoria, Oak Bay and Saanich, including any reimbursement obligations under sections 46 and 47, are hereby continued under this Agreement and may be satisfied or terminated in accordance with the terms of this Agreement.

63. For greater certainty, nothing in this Agreement is intended to supersede or affect any rights or obligations of any of the Parties arising under, or in connection with:

(a) the Confined Space Agreement made among and between Saanich, Oak Bay and the University of Victoria, dated 11 October 2016; and

(b) the Disaster Mutual Aid Agreement (or any agreement which replaces the Disaster Mutual Aid Agreement).

Assignment

64. 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

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

Other Documents

66. Each Party will perform such act 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.

[This space intentionally left blank]

Execution in Counterparts

67. 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 shall constitute an original document and such counterparts, taken together, shall 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.

THE CORPORATION OF THE CITY OF VICTORIA

by its authorized signatory(ies):

Signature

Print Name

Signature

Print Name

THE CORPORATION OF THE DISTRICT OF OAK BAY

by its authorized signatory(ies):

Signature

Print Name

Signature

Print Name

THE CORPORATION OF THE DISTRICT OF SAANICH

by its authorized signatory(ies):

Signature

Print Name

Signature

Print Name

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

by its authorized signatory(ies):

Signature

Print Name

Signature

Print Name

Schedule A – Automatic Aid Protocols – Template

THIS Agreement is made as of the ____ day of _____ 20__

Between:

[insert parties]

WHEREAS each of the parties hereto is also a party to the master aid agreement made as of [date] (the “Master Aid Agreement”), made between the Corporation of the City of Victoria, the Corporation of the District of Oak Bay, and the Corporation of the District of Saanich;

AND WHEREAS the parties to these Automatic Aid protocols wish to establish Automatic Aid responses on the basis set out herein;

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto covenant and agree as follows:

Application of Master Aid Agreement

1. Except as specifically varied by the terms of these Automatic Aid protocols (the “Protocols”), the terms and conditions of the Master Aid Agreement, including the definitions therein, apply to these Protocols, as though set out herein.
2. For greater certainty, nothing in these Protocols prevents a party from requesting Assistance from another person (or from a party hereto) under, and in accordance with, the Master Aid Agreement.

Automatic Aid

3. The parties hereto hereby agree that they will provide Automatic Aid to each other on the basis set out herein. A copy of these Protocols, along with any amendments that may be made hereto, shall be provided to the Fire Services Committee following execution by the parties.

Coverage Areas

4. Automatic aid shall be provided in the following coverage areas:
 - (a) In relation to [Party 1]: as shown in the map attached hereto as Schedule 1;
 - (b) In relation to [Party 2]: as shown in the map attached hereto as Schedule 2;

(c) [In relation to [Party 3]: as shown in the map attached hereto as Schedule 3.]

Note to Draft: if the coverage areas are not limited – i.e., they are the entire service area of each of the participating parties – then this section can be simplified accordingly.

Time Periods [If relevant]

5. Automatic aid shall be provided during the following time frames:

(a) **[Specify]**

Call Types

6. Automatic aid shall only be applicable to the following call types:

(a) **[Specify]**

Response Protocols

7. The following Response Protocols apply to the Automatic Aid provided under these Protocols:

(a) **[Party 1]** shall use reasonable efforts to provide the following initial responses to the following call types:

(i) Call type 1

(ii) Call type 2

(iii) [etc.]

(b) **[Party 2]** shall use reasonable efforts to provide the following initial responses to the following call types:

(i) Call type 1

(ii) Call type 2

(iii) [etc.]

(c) **[Add additional parties as required]**

Note to Draft: these protocols can be refined as required, depending on which of the parties are involved and the extent of the automatic aid being provided.

Notification of the Dispatch Centres

8. Each relevant Dispatch Centre shall be provided with a current copy of these Protocols and any revisions that may be made hereto. The parties hereto shall ensure that the Dispatch Centres are properly apprised of the nature and extent of the Automatic Aid being provided

under these Protocols, and are able to implement same on the effective date set out in section [9], below.

Coming into Effect

9. The Automatic Aid contemplated by these Protocols will commence on [date].

Termination

10. Either party hereto may cancel its participation in these Protocols by providing not less than 30 days' notice to the other party, with a copy to the relevant Dispatch Centre or Dispatch Centres. For greater certainty, termination by a party of the Automatic Aid provided for under these Protocols does not, of itself, constitute a termination of that party's participation in the Master Aid Agreement.

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

[add signature blocks]



Schedule 1

[Map]

Schedule 2

[Map]

[Schedule 3

[Map]]

Schedule B – Addresses and Contact Details for Notices

The contact details for each of Parties contemplated by section 56 are as follows:

(a) For Oak Bay:

Corporation of the District of Oak Bay
2167 Oak Bay Avenue
Victoria, BC
V8R 1G2

Attention: Fire Chief
Fax: 250-598-2749
Email: obfire@oakbay.ca

(b) For Saanich:

The Corporation of the District of Saanich
770 Vernon Avenue,
Victoria, B.C.
V8X 2W7

Attention: Fire Chief
Fax number: 250-475-5588
Email Address: fireadmin@saanich.ca

(c) For Victoria:

City of Victoria
Legislative Services
#1 Centennial Square
Victoria, BC V8W 1P6

Attention: City Clerk

Email Address: legislativeservices@victorial.ca

With a copy to:

Victoria Fire Department
1234 Yates St.
Victoria, BC V8V 3M8

Attention: Fire Chief
Fax number: 250-920-3370
Email: vfd@victoria.ca

(d) For Esquimalt [**Note to Draft: this assumes a similar approach to Victoria's**]

The Corporation of the Township of
Esquimalt
1229 Esquimalt Road
Victoria, B.C.

With a copy to:

Esquimalt Fire Rescue
[Address]

V9A 3P1

Victoria, BC V8V 3M8

Attention: XXXX

Attention: Fire Chief

Email Address: XXXX

Fax number: XXXXX

Email: xxxxxxx

(e) Notices to the Fire Services Committee may be sent to the Fire Chief of the Department who sits as Chair of such committee, using the contact details provided above.