

AUTOMATIC RESPONSE AGREEMENT

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THIS AGREEMENT made this 1 day of March 2018

AMONG

THE CITY OF PARKSVILLE

AND

THE TOWN OF QUALICUM BEACH

AND

THE REGIONAL DISTRICT OF NANAIMO

AND

ERRINGTON FIRE DEPARTMENT

AND

COOMBS/HILLIERS FIRE DEPARTMENT

AND

DASHWOOD FIRE DEPARTMENT

AND

NANOOSE BAY FIRE DEPARTMENT

AND

BOW-HORN BAY FIRE DEPARTMENT

WHEREAS the City of Parksville and the Town of Qualicum Beach operate and maintain municipal fire departments and the Regional District of Nanaimo, in accordance with service contracts with the Coombs Hilliers Fire Department, the Errington Fire Department, the Dashwood

Fire Department, the Nanoose Bay Fire Department and the Bow-Horn Bay Fire Department provides fire protection and emergency response to portions of Electoral Areas F, G, H and E within School District 69;

AND WHEREAS the parties have entered into a Mutual Aid Agreement and this Agreement is in addition to that Mutual Aid Agreement;

AND WHEREAS the parties consider it to be of mutual benefit to respond automatically to Emergency Incidents within the jurisdictions of the City of Parksville, the Town of Qualicum Beach and the fire service areas of Coombs Hilliers, Errington, Dashwood, Nanoose Bay and Bow-Horn Bay;

AND WHEREAS the parties to this Agreement agree and acknowledge that the fire chief of each of the Fire Departments shall in his/her sole discretion, determine resource allocation requirements for their areas and the ability of the Fire Department to respond automatically to Emergency Incidents as outlined in this Agreement;

NOW THEREFORE the parties wish to describe the terms and conditions for Automatic Response to Emergency Incidents within the jurisdictions of the City of Parksville, the Town of Qualicum Beach and the fire service areas of Coombs Hilliers, Errington, Dashwood, Nanoose Bay and Bow-Horn Bay.

DEFINITIONS:

Automatic Response means the immediate dispatching of resources to Emergency Incidents as outlined in this Agreement.

Emergency Incident means a fire or fire related incident occurring at the locations identified in Schedule A

Fire Department means the fire departments operated by the City of Parksville and the Town of Qualicum Beach and the Regional District of Nanaimo volunteer fire departments of Coombs-Hilliers, Errington, Dashwood, Nanoose Bay, and Bow-Horn Bay, and each of them.

Local Government means the City of Parksville, the Town of Qualicum Beach and the Regional District of Nanaimo.

Operating Committee means the committee established under Section 2.1 of this Agreement.

Mutual Aid Agreement means the Mutual Aid agreement the most recent agreement currently in effect between the Bow-Horn Bay Fire Department, Coombs-Hilliers Fire Department, Errington Fire Department, Dashwood Fire Department, Nanoose Bay Fire Department, Deep Bay Fire Department, Regional District of Nanaimo, City of Parksville, Town of Qualicum Beach and the District of Lantzville.

North Island 911 Dispatch Center means the fire dispatch center operated by the North Island 911 Corporation.

North Island 911 Dispatch Center Manager means the person designated from time to time to oversee the operations of the North Island 911 Dispatch Center.

Party means the City of Parksville, the Town of Qualicum Beach, the Regional District of Nanaimo, the Coombs Hilliers Fire Department, the Errington Fire Department, the Dashwood Fire Department, the Nanoose Bay Fire Department, the Bow-Horn Bay, and each of them.

1.0 PURPOSES:

- 1.1 To ensure Automatic Response to certain types and classes of emergency in order to supplement the resources of the local jurisdiction or service area where the Emergency Incident is occurring.
- 1.2 To ensure adequate personnel and apparatus are activated, and arrive at the Emergency Incident in a timely manner.
- 1.3 To provide for an enhanced, effective and economical level of rescue, fire extinguishment and mitigation services for residents or occupants who live in high rise structures, care facilities, schools, hospitals or other more complex developments.
- 1.4 To ensure the Fire Departments identified in this Agreement make available operational guidelines that address resource requirements and actions necessary to respond to Emergency Incidents in accordance with this Agreement.

2.0 OPERATING COMMITTEE:

- 2.1 An Operating Committee shall be established, and will consist of at least one fire officer or designate from each of the participating Fire Departments. The Operating Committee will designate one of its members as the primary contact for communications between the Parties arising through the course of this Agreement and shall immediately advise each Party in writing of the name of such contact person or any changes to the name of such contact person. The Chair of the Operating Committee shall rotate on an annual basis and decisions of the committee will be by simple majority. A quorum of members must be present. A quorum is four (4) members of the committee.
- 2.2 The Operating Committee is authorized to make amendments to Schedules A, B and C to this Agreement and the primary contact of the Operating Committee designated under Section 2.1 shall be responsible for ensuring that all changes are communicated in writing in a timely manner to the North Island 911 Fire Dispatch Center Manager and to each Party.
- 2.3 The Operating Committee shall meet not less than two times each year and shall meet at such other times as may reasonably be requested by either Party or any of the Fire Chiefs.
- 2.4 The Operating Committee shall establish and agree upon Uniform Operational Guidelines governing Automatic Aid activations and responses, attached as Schedule C to this Agreement, and each Fire Department shall adopt and train its Firefighters to the standards specified in such guidelines.

- 2.5 The Operating Committee shall be responsible for establishing the operational requirements and processes for Automatic Aid activations and responses, including:
- a. identifying what constitutes an Emergency Incident;
 - b. establishing the appropriate responses from the Requesting Department and Responding Departments to each Emergency Incident;
 - c. expanding or limiting the coverage area for Automatic Aid;
 - d. establishing the necessary Uniform Operational Guidelines to cover Automatic Aid activations and responses;
 - e. working with the Dispatch Centre to ensure appropriate dispatching of Automatic Aid to Emergency Incidents;
 - f. setting training standards and requirements, including a reliable method for rapidly identifying the training levels of personnel from each of the Responding Departments;
 - g. organizing regular joint training exercises among the Fire Departments and with the Dispatch Centre;
 - h. establishing or confirming communication protocols at the scenes of Emergency Incidents;
 - i. annually collating the insurance policies and certificates of insurance of each of the Fire Departments and circulating same in accordance with section 19;
 - j. recommending revisions to the governing bylaws of each Fire Department to ensure the objectives of this Agreement can be fully realized;
 - k. making recommendations to update or amend the Mutual Aid Agreement to correspond with this Agreement and vice versa; and
 - l. reviewing and analyzing Automatic Aid activations and responses and any issues arising in connection with such responses.

3.0 INDEMNITY

- 3.1 Where a Party to this Agreement (hereinafter called the "Supplying Party") supplies another Party to this Agreement (hereinafter called the "Assisted Party") with Automatic Response pursuant to this Agreement, the Assisted Party shall indemnify and save harmless the Supplying Party from and against any and all claims, causes of action, suits, demands and expenses whatsoever arising out of or related to the Automatic Response rendered by the Supplying Party, its servants, employees or agents, their failure to respond to a request for Automatic Response pursuant to this Agreement or their failure to render adequate assistance.

3.2 The indemnity provided for in section 3.1 shall not apply:

- a. to gross negligence or willful misconduct by any Supplying Party in connection with operations at the scene of an Emergency Incident; or
- b. in connection with any damage caused or injury suffered mustering Firefighters to a Supplying Department's fire hall(s) in connection with an Automatic Aid activation, or caused by the Supplying Department travelling to the scene of an Emergency Incident; or
- c. any costs associated with Workers Compensation Claims, which shall be dealt with in accordance with section 3.3.

3.3 This Agreement does not constitute the Assisted Department as the employer of any Firefighter of a Responding Department. Any Workers Compensation Claims by any Firefighters of a Supplying Department arising out of or related to an Automatic Aid activation or response, shall be the responsibility of the Supplying Department and the Party who controls such Supplying Department, and made under that Supplying Department's policies with WorkSafe BC.

4.0 OBLIGATIONS OF THE PARTIES TO THIS AGREEMENT

Upon entering this Agreement, each Party shall provide the other Parties to this Agreement with its applicable operational guidelines and pre-incident plans for the locations outlined in Schedule A to this Agreement.

5.0 OBLIGATIONS FOR AUTOMATIC RESPONSE

- 5.1 Automatic Response will be available twenty-four (24) hours per day, seven days per week, 365 days per year to the locations outlined in Schedule A as amended from time to time in accordance with this Agreement.
- 5.2 The North Island 911 Fire Dispatch Center Manager shall have a copy of this Agreement at all times and shall be entitled to rely on the most up to date version of this Agreement in his/her possession for dispatching resources required under this Agreement.
- 5.3 It is agreed that each Party's principal responsibility for life safety and property protection is to the people and properties within their respective jurisdiction or service area. Each fire chief or designate of a Fire Department shall in his/her sole discretion determine resource allocation requirements for his/her respective jurisdiction or service area.
- 5.4 It is agreed and acknowledged by each Party that the commitment to provide Automatic Response under this Agreement is contingent upon a Fire Department not being involved in support of another emergency event or Emergency Incident whether inside or outside of its jurisdiction or service area.
- 5.5 The Fire Department of the jurisdiction or service area in which the Emergency Incident occurs is required to respond to such Emergency Incident firstly with its own resources

available at the time of such Emergency Incident and must ensure it is capable of arriving at the Emergency Incident in a timely fashion.

5.6 Each Fire Department responding to a request for Automatic Response under this Agreement shall do so in accordance with the agreed upon Uniform operational guidelines and Schedule B.

5.7 The Incident Command System will be used at all emergencies involving the activation of Automatic Aid. The following principles shall apply:

- Firefighters, apparatus, and equipment provided by a Responding Department shall be under the direction of the Incident Commander of the Requesting Department for the duration of the Emergency Incident. The Incident Commander shall adhere to recognized principles of the Incident Command System, including accountability for personnel safety, in accordance with the Uniform Operational Guidelines.
- In the event that a Responding Department is first to arrive at an Emergency Incident, the senior ranking member of the first arriving crew will assume the role of Incident Commander. The role of Incident Commander will be transferred, as soon as practicable, to the first qualified officer arriving from the Requesting Department.
- At any Emergency Incident, the Requesting Department shall release the resources of the Responding Departments before releasing its own resources, except as otherwise may be provided for in the Uniform Operational Guidelines.
- An Incident Commander shall, as quickly as practicable in the circumstances, release any resources recalled by a Fire Chief (or designate) of a Responding Department.

6.0 COST RECOVERY

6.1 Where the Supplying Party provides resources pursuant to an Automatic Response request under this Agreement, the Assisted Party requesting assistance agrees to pay, the Supplying Party for resources utilized or replace the same, as the case may be, as follows:

- a) for replacement costs of all consumables requested to be supplied by the Supplying Party and used during the Emergency Incident including, without limitation foam and absorbents;
- b) for the costs of damage to or loss of any equipment, tools, hoses, ladders, clothing or any other such items to a maximum value of \$5,000 per Emergency Incident ; and
- c) with respect to vehicles, to a maximum of \$5,000 per vehicle for vehicle damage or destruction.

6.2 Each Party involved in an Emergency Incident will maintain sufficient records to enable them to verify the use of items outlined under Section 6.1 above. The records shall be

maintained for two years and shall be made available to the other Parties involved in such Emergency Incident, upon request.

- 6.3 Where a Party intends to request reimbursement for items under Paragraphs 6.1(a), (b) or (c) the request must be made within 90 calendar days of the date of the Emergency Incident
- 6.4 On or about February 1 of each year, the Operating Committee will meet to review the reconciliation of each Party's accounts for items under Section 6.1(a) above for the previous calendar year.
- 6.5 A Party shall be entitled to be reimbursed for amounts identified under 6.4 above where the difference between any two Parties exceeds three thousand dollars. The amount eligible to be reimbursed is the portion that exceeds three-thousand dollars.
- 6.6 Any amount invoiced for reimbursement under Section 6.5 above shall be payable within 30 days of being invoiced.

7.0 DISPUTE RESOLUTION

- 7.1 Should a dispute arise regarding any matter involving this Agreement it will be adjudicated by a panel of one appropriately qualified staff person designated by each of the Local Government Parties to this Agreement. The decision of the panel will be by simple majority.
- 7.2 Notwithstanding Section 7.1, all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of any party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the *Commercial Arbitration Act (British Columbia)*. The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

8.0 GENERAL

- 8.1 This Agreement enhances and is in addition to and does not derogate from the Mutual Aid Agreement.
- 8.2 In addition to Section 2.2, this Agreement shall be amended only with the written consent of the Parties.
- 8.3 Nothing in this Agreement shall be interpreted as prejudicing or affecting the rights and powers of the Parties in the exercise of their functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed.

- 8.4 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.
- 8.5 The waiver by a Party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 8.6 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.
- 8.7 Wherever the singular masculine and neuter are used throughout this Agreement, the same shall be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 8.8 No remedy under this Agreement shall be deemed exclusive but shall, where possible, be cumulative with all other remedies at law or in equity.
- 8.9 This Agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

9.0 NOTICES

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent by facsimile, e-mail or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent by facsimile shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 5 business days after it was posted, addressed as follows:

The Town of Qualicum Beach
PO Box 130
Qualicum Beach, BC V9K 1S7

Attention: Administrator

The City of Parksville
100 Jensen Avenue East
Parksville, BC V9P 2H3

Attention: Administrator

Regional District of Nanaimo
6300 Hammond Bay Rd.
Nanaimo, BC V9T 6N2

Attention: General Manager Finance & Information Services

Coombs Hilliers Fire Department
PO Box 40,
Coombs, BC V0R 1M0

Attention: Fire Chief

Errington Fire Department
PO Box 110
Errington, BC V0R 1V0

Attention: Fire Chief

Dashwood Fire Department
230 Hobbs Rd.
Qualicum Beach, BC V9K 2B2

Attention: Fire Chief

Nanoose Bay Fire Department
2471 Nanoose Rd
Nanoose Bay, BC V9P 9E6

Attention: Fire Chief

Bow-Horn Bay Fire Department
220 Lions Way
Qualicum Bay, BC V9K 2E2

Attention Fire Chief

10.0 TERM

The term of this agreement shall be for five years commencing on the 1 day of March, 2018 and ending on the 1 day of March, 2023.

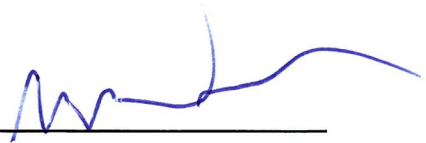
11.0 TERMINATION

Any party to this Agreement may terminate its participation by giving notice in writing to all of the other Parties notice of termination, not less than six months in advance of the date on which it wishes to terminate its participation.

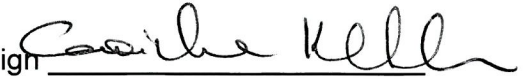
IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

FOR THE CITY OF PARKSVILLE

MARC LEFEBVRE
Mayor

Sign 

Mayor
CAOIMHE KEHLER
Corporate Officer

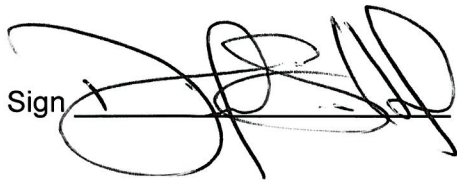
Sign 

FOR THE TOWN OF QUALICUM BEACH

Tennis Westbrook
Mayor

Sign 

Daniel Sailland
CAO

Sign 

FOR THE REGIONAL DISTRICT OF NANAIMO

Chair

Sign _____

Jacque Hill, Corporate Officer

Corporate Administration


Sign 

FOR THE ERRINGTON FIRE DEPARTMENT

GERRARD BING
Chairperson

Sign 

PEARL F. McBRIDE
Secretary

Sign 

FOR THE COOMBS / HILLIERS FIRE DEPARTMENT

DAVID NEDEN APR. 9/18

Chairperson

Sign [Signature]

RICHARD DE CANDOLE

Secretary

Sign [Signature]

FOR THE DASHWOOD FIRE DEPARTMENT

[Signature]

Chairperson

JUN 9/18

Sign DON ALBERO

[Signature]

Secretary

JULY 9/18

Sign HARVEY TWIDALE

FOR THE NANOOSE BAY FIRE DEPARTMENT

[Signature]

Chairperson

Sign John Jacobsen

[Signature]

Secretary

Sign F.J. (Bud) McFarlane

FOR THE BOW-HORN BAY FIRE DEPARTMENT

Rodney Luck

Chairperson

Sign [Signature]

Simone Myren

Secretary

Sign [Signature]

AUTOMATIC RESPONSE AGREEMENT - SCHEDULE "A"

LOCATIONS AND RESOURCES FOR AUTOMATIC RESPONSE TO EMERGENCY INCIDENTS

Jurisdiction	Civic Address Number	Street Name	Geographic Zone/Building Name	Coombs Hilliers	Errington	Parksville	Qualicum Beach	Dashwood
Qualicum Beach	650	Berwick Road North	The Gardens	Engine		Ladder		Engine
Qualicum Beach	124	Fourth Ave East	Qualicum Manor	Engine		Ladder		Engine
Qualicum Beach	777	Jones Street	Eagle Park	Engine		Ladder		Engine
Qualicum Beach	750	Memorial Ave	Hawthorne Manor	Engine		Ladder		Engine
Qualicum Beach	130	Sunningdale East	Sunningdale Apartments	Engine		Ladder		Engine
Qualicum Beach	744	Primrose Street	Qualicum Elementary	Engine		Ladder		Engine
Qualicum Beach	650	Bennett Road	Arrowview Elementary	Engine		Ladder		Engine
Qualicum Beach	134	East Fifth Avenue	5 th Avenue Estates	Engine		Ladder		Engine
Qualicum Beach	699	Claymore Road	QBMS	Engine		Ladder		Engine
Parksville	All confirmed Structure Fires in the following geographic area							
Parksville			Fourneau Rd		Tender		Tender	
Parksville			Wildgreen Way		Tender		Tender	
Parksville			Hodges Rd		Tender		Tender	
Parksville			400 Blk Lowrys' Rd		Tender		Tender	
Parksville			300-600 Blk Martindale Rd including Levirs & Wain Rd's.		Tender		Tender	
Parksville	250	Craig Street	Stanford Place		Engine		Engine	
Parksville	401	Moilliet St. (South)	Trillium Lodge				Engine	
Parksville	266	Moilliet St. (South)	Cokely Manor				Engine	
Parksville	181	Beachside Drive	The Beach Club				Engine	
Parksville	188	McCarter Street	Halliday House				Engine	

AUTOMATIC RESPONSE AGREEMENT -- SCHEDULE "A"

LOCATIONS AND RESOURCES FOR AUTOMATIC RESPONSE TO EMERGENCY INCIDENTS

Coombs/Hilliers	All confirmed Structure Fires – Duty Officer plus the following:				Tender	Ladder	Engine	Tender
Coombs/Hilliers	861	Hilliers Rd	Morning Glory School		Tender	Ladder	Engine	Tender
Coombs/Hilliers	2350	Alberni Hwy	French Creek School		Tender	Ladder	Engine	Tender
Coombs/Hilliers	1020	Virginia Rd	Arrowsmith Heli Service		Tender	Ladder	Engine	Tender
Coombs/Hilliers	1225	Clarke Rd	Long Hoh Enterprises		Tender	Ladder	Engine	Tender
Dashwood	All confirmed Structure Fires – Duty Officer plus the following:			Tender			Engine/Tender	
Dashwood	2250	Fowler Road	Arrowsmith Golf Course	Tender			Engine/Tender	
Dashwood	3377	Highway 19A	Fairdale Tires	Engine			Engine	
Dashwood	3506	Highway 19A	Riverside Resort	Engine			Ladder	

AUTOMATIC RESPONSE AGREEMENT - SCHEDULE B

REQUESTS FOR AUTOMATIC RESPONSE ASSISTANCE AND GUIDELINES ON RESPONSE AND RESOURCES

Requests for Assistance

Requests for Automatic Response assistance will occur for the locations or specified incident types identified in this agreement.

Automatic Response Resources and Response Procedures

1. The Fire Department requesting Automatic Response is responsible to attend to the Emergency Incident in its jurisdiction in accordance with its own operational guidelines and, upon arrival on scene, will make every effort to release the Automatic Response responder in a timely manner.
2. Firefighters responding to an Automatic Response dispatch will assemble at their home fire station prior to responding in the designated fire apparatus as outlined on Schedule A. The responding Fire Department's operational guidelines will determine the manpower for the requested responding apparatus shown in Schedule A.
3. Firefighters who have responded to their fire station to support an Automatic Response dispatch and which are not immediately required for response, will remain at the fire station on standby, or until officially released from duty by their Fire Chief or designate.
4. The Incident Command System will be used at all emergencies involving the activation of Automatic Response. The senior officer of the Fire Department in whose jurisdiction or service area the Emergency Incident is occurring will be in command of all responding personnel and will communicate and provide direction in a manner to ensure coordinated operations.

AUTOMATIC RESPONSE AGREEMENT – SCHEDULE C

UNIFORM OPERATIONAL GUIDELINES

List of Uniform Operational Guidelines

Evacuation Procedures	Rapid Intervention Teams	Incident Command Procedures	Accountability Systems	Radio Procedures
Rehab Procedures				
Withdraw/Abandon				
Training Standard				