



Wildfire Response Agreement

FILE NO: 950-20/41111

THIS AGREEMENT DATED FOR REFERENCE THE
21ST DAY OF JANUARY, 2019.

AGREEMENT DESCRIPTION: Fire Response Services Provided in British Columbia by the Province

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as
represented by the **MINISTER OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS
AND RURAL DEVELOPMENT**

**BC WILDFIRE SERVICE
MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS
AND RURAL DEVELOPMENT**

By mail to:
**P.O. Box 9502 Stn. Prov. Govt.
Victoria, British Columbia
V8W9C1**

Or by hand to:
**2957 Jutland Road, 2nd Floor
Victoria, British Columbia
V8T5J9**

**Phone Number: (778) 974-5709
Facsimile Number: (250) 387-5685
Ministry Representative: Laurence Bowdige
E-mail Address: Laurence.Bowdige@gov.bc.ca**

(the "Province")

AND:

**REGIONAL DISTRICT OF NANAIMO
RECREATION & PARKS
830 W. Island Highway
Parksville, British Columbia
V9P2X4**

**Phone Number: (250) 248-3252
Facsimile Number: (250) 248-3294
Regional District Representative: Wendy Marshall
E-mail Address: wmarshall@rdn.bc.ca**

(the "Regional District")

referred herein to as "the Parties".

WHEREAS:

- A. The Regional District owns or administers certain private or public lands in the Province of British Columbia primarily for the management, use and preservation of the forest, land and water resources through sustainable forest and ecological stewardship activities;
- B. The Regional District has valuable assets that it wishes to protect from destruction by wildfire;
- C. The Regional District has certain statutory obligations under the laws of British Columbia with respect to wildfire prevention, detection, control and suppression;
- D. The Province, through the BC Wildfire Service has significant fire management expertise and fire suppression responsibilities on Crown lands and other private lands, and has therefore developed significant infrastructure and response resources to prevent, detect, control and extinguish wildfires;
- E. The Regional District wishes the Province to provide fire response services, in addition to those provided by local governments and other agencies, to protect its land and assets as well as key public environmental values;
- F. The Parties wish to enter into this Wildfire Response Agreement that constitutes a cost sharing agreement for the purpose of Section 28 of the *Wildfire Regulation*; and
- G. Each Party acknowledges the contributions of the other in preventing, detecting, and fighting wildfires and wishes to work co-operatively to meet common fire prevention goals.

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this document, the following words have the following meanings, unless the context dictates otherwise:

- a) **“Act”** means the [Wildfire Act](#) (British Columbia) as it may be amended or replaced from time to time;
- b) **“Agreement”** means the agreement between the Parties as set out herein;
- c) **“Amending Document”** means a written document signed by both Parties amending the terms of this Agreement;
- d) **“Annual Fee”** means the fee paid by the Regional District to the Province at the beginning of each Year for the Services;
- e) **“Annual Preparedness Plan”** means a document completed by the Regional District submitted on an annual basis to the Province prior to the fire season outlining operational and logistical considerations of the Regional District such as Regional District contacts, duty rosters, planned activities on the Lands and resources that may be available upon request of the Province;
- f) **“Business Day”** means a day, other than a Saturday, Sunday or statutory holiday, on which Provincial government offices are open for normal business in British Columbia;
- g) **“Fire”** means:
 - i. an unplanned fire occurring on forest or grass lands, burning forest vegetation, trees, grass, brush, heath, scrub, peat lands (wildfire); or
 - ii. an open fire set in accordance with Part 4 of the Wildfire Regulation which spreads beyond the area authorized for burning (wildfire); or
 - iii. a fire which does not spread to forest or range lands, or beyond the area authorized for burning if set under Regulation, but is now not in compliance with the Regulation (nuisance fire);
- h) **“Fire Management Plan”** means a plan developed by the Regional District to provide support to decision makers for integrated wildland fire response and resource management activities;
- i) **“Fire Response”** means all activities associated with responding to a Fire with appropriate Resources following the discovery or receipt of a report of a Fire;

- j) **“Fire Suppression”** means all activities concerned with controlling and extinguishing a Fire following its detection;
- k) **“Lands”** means the specified public and private lands (on which physical structures may exist) owned and/or managed by the Regional District and specifically identified to the Province as specified in this Agreement;
- l) **“Ministry Representative”** means the Ministry of Forests, Lands, Natural Resource Operations and Rural Development staff person appointed, or such other person as the Province may substitute at any time and immediately notify the Regional District in writing, to serve as the primary contact between the Province and the Regional District in connection with this Agreement;
- m) **“Patrol”** means to inspect a Fire perimeter to prevent escape of the Fire and/or to travel a given route to inspect, prevent, detect and suppress Fires;
- n) **“Regulation”** means the [Wildfire Regulation](#) (British Columbia) as it may be amended or replaced from time to time;
- o) **“Resources”** means the personnel and equipment available, or potentially available, for assignment to incidents or Fires;
- p) **“Services”** means the Fire Response services provided by the Province on or related to the Lands pursuant to this Agreement;
- q) **“Year”** means the twelve-month period from April 1st to March 31st.

2. TERM

- 2.01 This Agreement will take effect on the date of its execution.
- 2.02 The term of this Agreement shall end on March 31st, 2022 unless terminated by either Party in accordance with Section 6.01 of this Agreement.

3. SERVICES

- 3.01 When a Fire is discovered by or made known to the Province and threatens or has the potential to threaten the Lands, or is burning on the Lands, the Province will use its best efforts in accordance with Sections 8 and 9 of the *Act* to provide the Services to protect the Lands to the same extent and priority as on Crown lands or other lands within the jurisdiction of the Province, subject to the purposes of this Agreement, standard priority procedures and availability of Resources within British Columbia.
- 3.02 When a Fire is burning on the Lands, the Province and the Regional District will cooperate to control, suppress and extinguish it, subject to statutory obligations and responsibilities, and the terms and conditions of this Agreement.
- 3.03 At its own expense, the Province will recruit Resources within or outside British Columbia as deemed necessary by it to provide the Services.
- 3.04 When there is high current or forecasted demand on provincial Resources, the Province will prioritize the allocation and positioning of Resources, and may delay, limit, suspend or withdraw Fire Response on a Fire considered, by the Province, to be a lower priority.
- 3.05 In accordance with Ministry of Forests, Lands, Natural Resource Operations and Rural Development Policy 9.1, the Province may delay, limit, suspend or withdraw Fire Response when a Fire is located in an area, or is displaying fire behaviour, that may make it impracticable or unsafe for firefighting Resources.
- 3.06 As soon as possible following the discovery or report of a Fire, the Province will:
 - a) advise the Regional District of the Fire on the Lands and the action taken; and,
 - b) on request of the Regional District, provide supporting information regarding Fires affecting or threatening the Lands.
- 3.07 Once a Fire referred to in Section 3.01 above is extinguished, the Province may conduct an investigation and may compensate the owner of private land in accordance with Section 15 of the *Regulation* for

damage caused by the Province to the private land in carrying out fire control, or may rehabilitate land damaged by fire control in accordance with Section 17 of the *Regulation*.

- 3.08 During periods when the risk of a Fire starting and spreading is minimal (typically November to February inclusive) it is understood by the Parties that the Province has limited Resources available to respond to Fires.
- 3.09 The Province is not mandated nor does it have the skills, equipment or training to respond to non-wildfires such as those involving structures, vehicles, landfills, hazardous materials and coal or coal seams. The Province may respond at a safe distance from non-wildfires to protect the forest and range resources.
- 3.10 The Province may provide the Regional District with additional services at the Regional District's request.
- 3.11 The Province and the Regional District will meet at least once per Year to review the Year's activity.

4. OBLIGATIONS OF THE REGIONAL DISTRICT

- 4.01 The Regional District will:
 - a) where a Fire is discovered on the Lands, carry out fire control as per the *Act*, *Regulation* and Ministry of Forests, Lands, Natural Resource Operations and Rural Development Policy 9.1 as amended from time to time;
 - b) as soon as possible, advise the Province of any actions taken on a fire;
 - c) on the request of the Province and when available, provide a fire information report for the fire;
 - d) in addition to their statutory obligations and responsibilities and on the request of the Province, provide resources as identified in Schedule B to assist the Province in Fire Suppression and Patrol on the Fire. Such efforts on the part of the Regional District will be at no cost to the Province and shall not relieve the Regional District or the Province of their responsibilities as required by legislation or as contemplated by this Agreement;
 - e) notify the Province if a new industrial use is initiated upon the Lands, or if it becomes aware of any specific hazards on the Lands; and
 - f) provide, at minimum on an annual basis, an Annual Preparedness Plan as described in Schedule C or a fire pre-organization plan if available.
- 4.02 In consultation with the Province, the Regional District will use its best efforts to assist the Province in securing Resources for use in Fire Suppression on the Lands. These Resources are in addition to the statutory obligations and responsibilities of the Regional District, and the Regional District Resources described in Schedule B. Compensation for these additional Resources will be paid by the Province as outlined in the *Act*, the *Regulation*, Ministry Policy, and operating procedures and guidelines established by the Province.
- 4.03 The Regional District will assist and co-operate with the Province in any investigations including fire origin and cause investigations, settlements and claims related to this Agreement.
- 4.04 The Regional District will use all reasonable efforts to encourage its officers, directors, employees, sub-contractors and agents to provide the assistance described in Section 4.03.
- 4.05 The Regional District will, upon execution of this Agreement, provide the Province with maps in digital form (or other such format as agreed upon by the Parties) and written descriptions of the Lands.
- 4.06 Before April 1st of any subsequent Year, the Regional District will advise the Ministry Representative of any changes to the Lands and provide the Province with revised maps in digital form (or other such format as agreed upon by the Parties) and written descriptions of the Lands. The Province will, using the revised maps of the Lands, determine the extent of any changes to the Lands, and may prepare an Amending Document.
- 4.07 The Regional District may develop a Fire Management Plan that identifies critical values at risk to wildland fire on the Lands and areas where wildland fire may be beneficial or detrimental on the Lands. The plan should be reviewed and revised by the Regional District on an annual basis to identify changes

that may occur on the Lands. Where the Regional District has identified that this plan has been completed, a copy will be provided to the Province upon request.

5. ANNUAL FEE FOR PROVINCIAL WILDFIRE SERVICES

- 5.01 In consideration of the Province providing the Services, the Regional District will pay to the Province an Annual Fee equal to \$1,100 for the Lands as specified in this Agreement.
- 5.02 On execution of this Agreement, the Regional District will pay the Annual Fee to the Province in advance of the Services rendered within 30 days of transmission of the invoice from the Province to the Regional District.
- 5.03 The Annual Fee under Section 5.01 represents the total and final amount owing from the Regional District to the Province for the Services provided in each Year, regardless of the number, cause or origin of Fires that occur on the Lands, provided the Regional District or its officers, directors, employees, agents or subcontractors did not wilfully cause or contribute to the start or spread of a Fire through its own acts or omissions. In the event that the Regional District or its officers, directors, employees, agents or subcontractors, through their acts or omissions did wilfully cause or contribute to the start or spread of a Fire, the Province shall be entitled to seek cost recovery and/or administrative penalties from the Regional District in accordance with Section 25 or 27 of the *Act*.
- 5.04 Before April 1st of any subsequent Year, the Province will, using the revised maps and written descriptions of the Lands as described in Section 4.06, determine the extent of any changes to the Lands. A new Annual Fee may be determined by the Province whereby the Province will prepare an Amending Document.
- 5.05 Where any additional services are provided by the Province at the Regional District's request under Section 3.10 of this Agreement, the Province and the Regional District will agree on the services and fees for the additional works and the Regional District will compensate the Province for each individual project at the completion of the project.

6. TERMINATION

- 6.01 Either Party may terminate this Agreement for any reason, by giving written notice to the other Party before January 31st in any Year, and will be effective as of March 31st of that Year.
- 6.02 The termination of this Agreement shall not affect any:
 - a) provisions of this Agreement that are implied or expressed to operate or have effect after the termination; and
 - b) right or obligation of a Party arising under this Agreement before the termination of this Agreement.

7. MISCELLANEOUS

- 7.01 No change to this Agreement is effective unless the change is made in the form of an Amending Document.
- 7.02 Each Schedule attached to this Agreement forms an integral part of this Agreement as if set out in length in the body of this Agreement.
- 7.03 The Regional District may assign its rights under this Agreement to any subsequent owner of all or any portion of the Lands provided that such subsequent owner agrees in writing with the Province to be bound by the terms of this Agreement.
- 7.04 This Agreement shall be binding upon and shall enure to the benefit of the Province and the Regional District and their respective successors and assigns.
- 7.05 Any notice or document contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
 - a) hand delivered to the Party or the specified Party representative, in which case it will be deemed to be received on the day of its delivery; or

- b) by prepaid post to the Party's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing; or
 - c) delivered by courier service to the Party's address specified on the first page of this Agreement, in which case it will be deemed received on the fifth Business Day after collection by the courier service; or
 - d) by facsimile or electronic transmission to the specified facsimile number or email address on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day.
- 7.06 Nothing in this Agreement is to be construed as interfering with or fettering the exercise of discretion of any government decision maker.
- 7.07 Time is of the essence in this Agreement.
- 7.08 This Agreement will be governed by and construed in accordance with the laws of British Columbia.

8. EXECUTION AND DELIVERY

- 8.01 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each Party and that executed copy being delivered to the other Party by a method provided for in Section 7.05 or any other method agreed to by the Parties.

The Parties have duly executed this Agreement as follows.

SIGNED AND DELIVERED on behalf of the Province by an authorized representative of the Province.	SIGNED AND DELIVERED by or on behalf of the Regional District (or by an authorized signatory of the Regional District if a corporation.)
Ian Meier A/Executive Director BC Wildfire Service	Tom Osborne General Manager Recreation and Parks Department
Dated this ____ day of _____, 2019.	Dated this ____ day of _____, 2019.

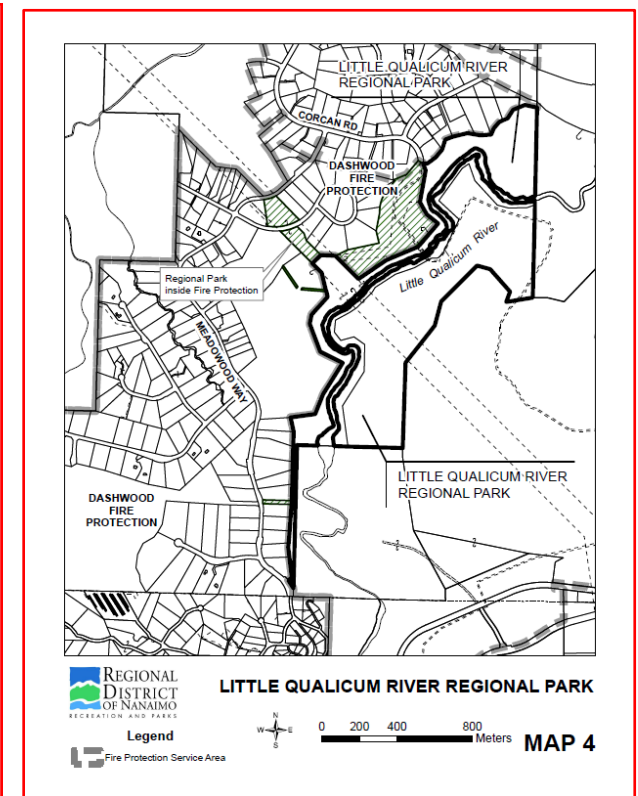
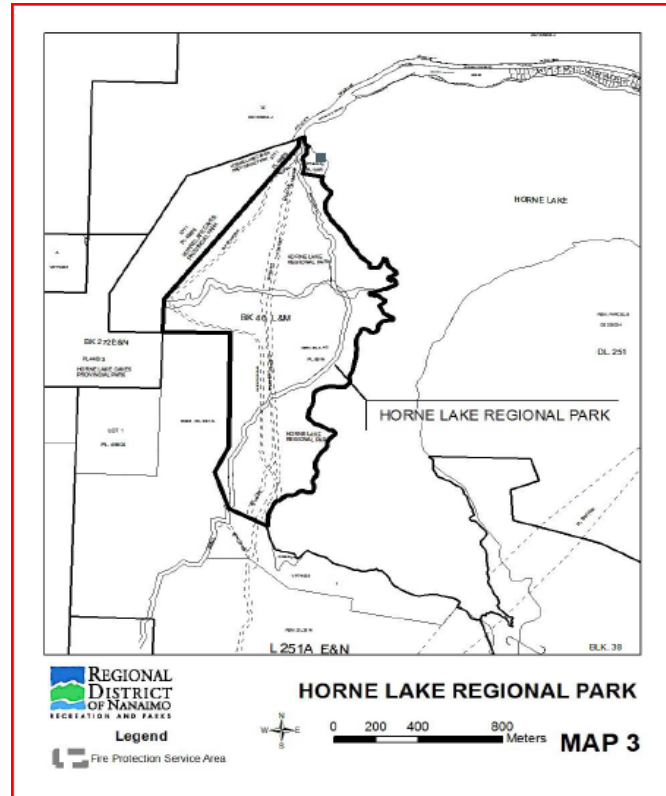
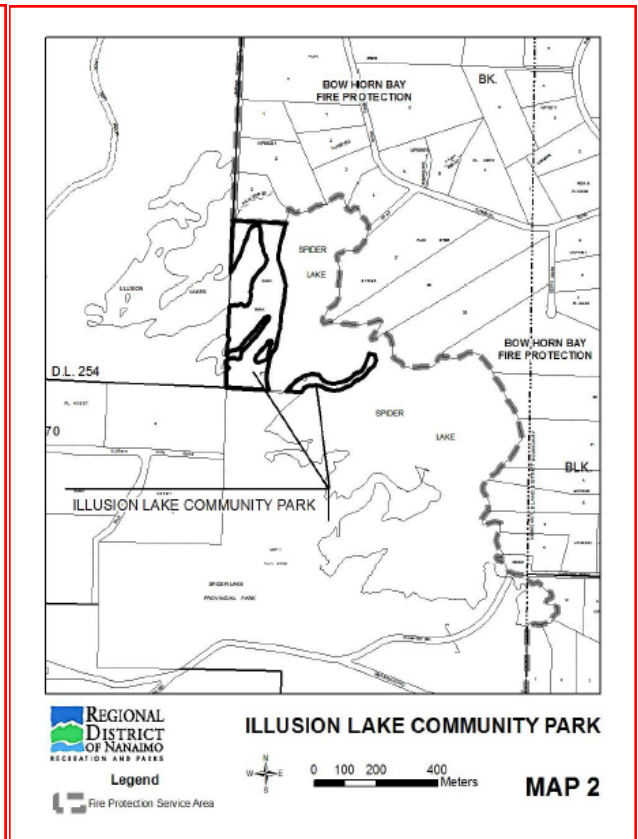
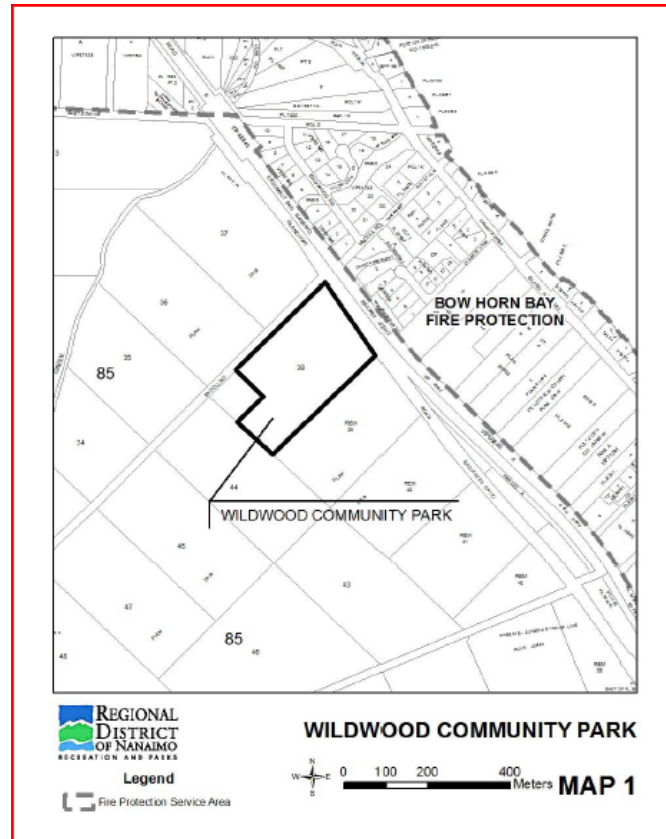


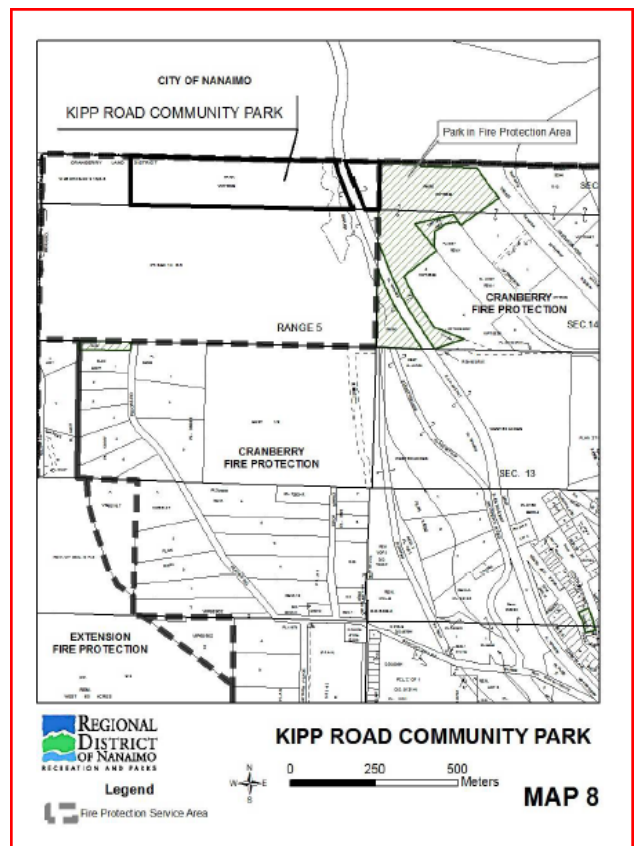
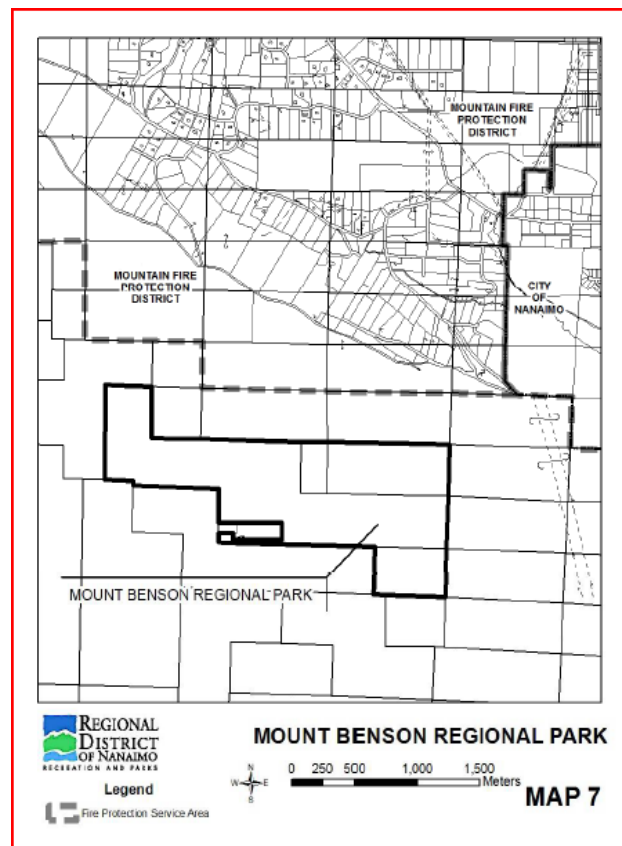
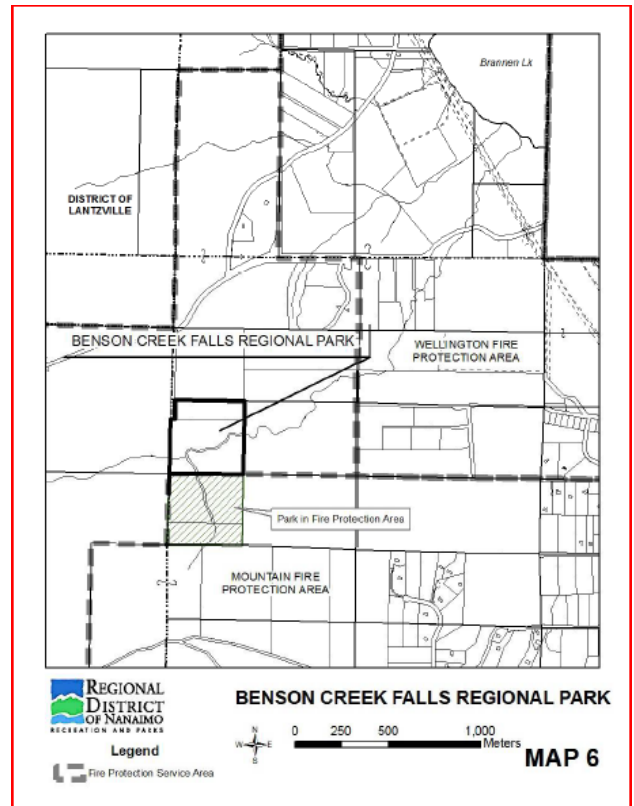
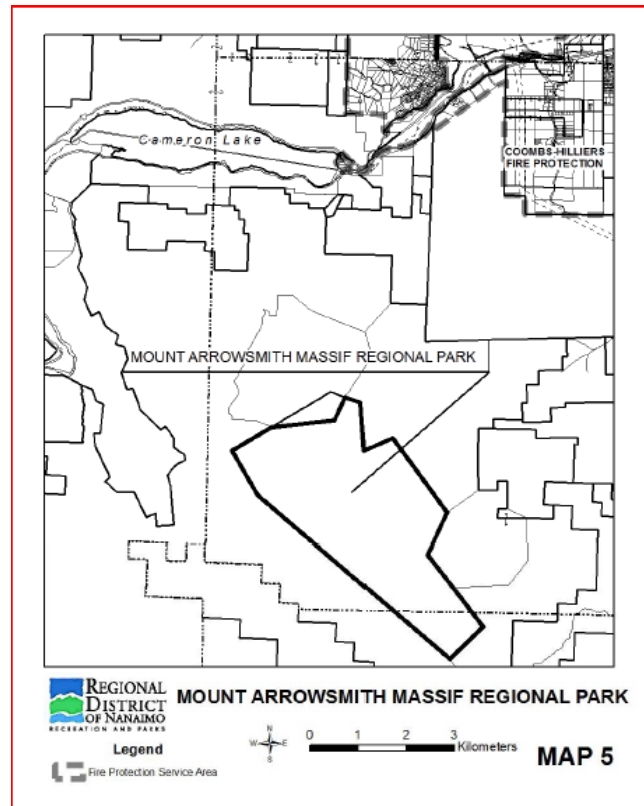
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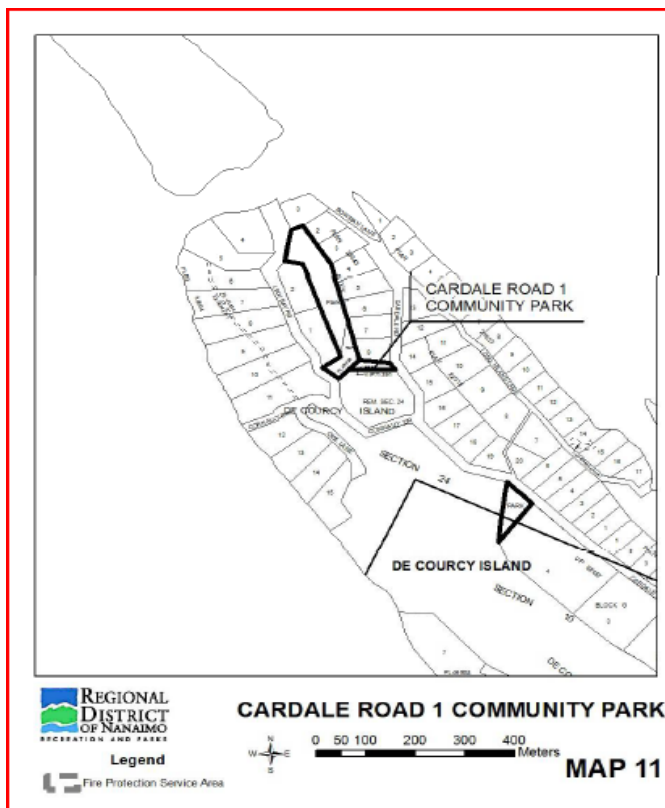
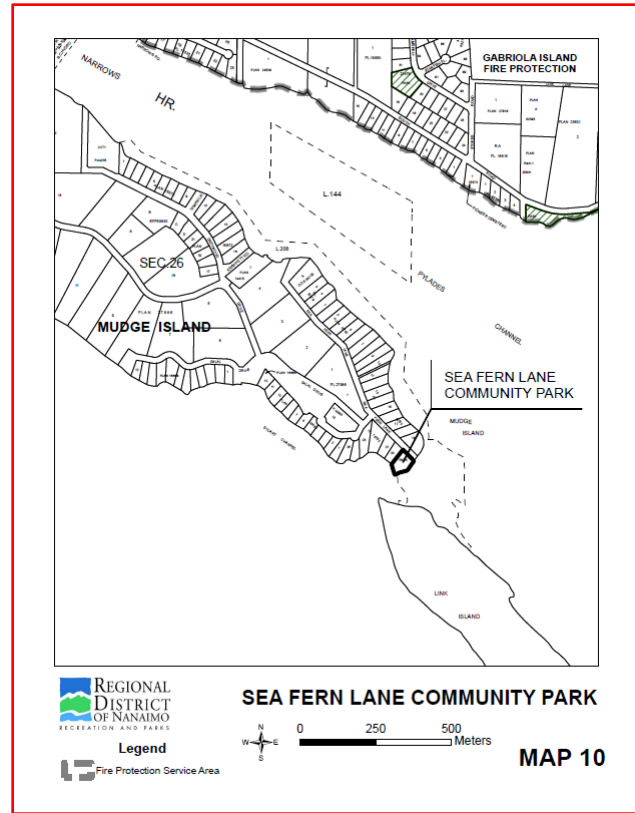
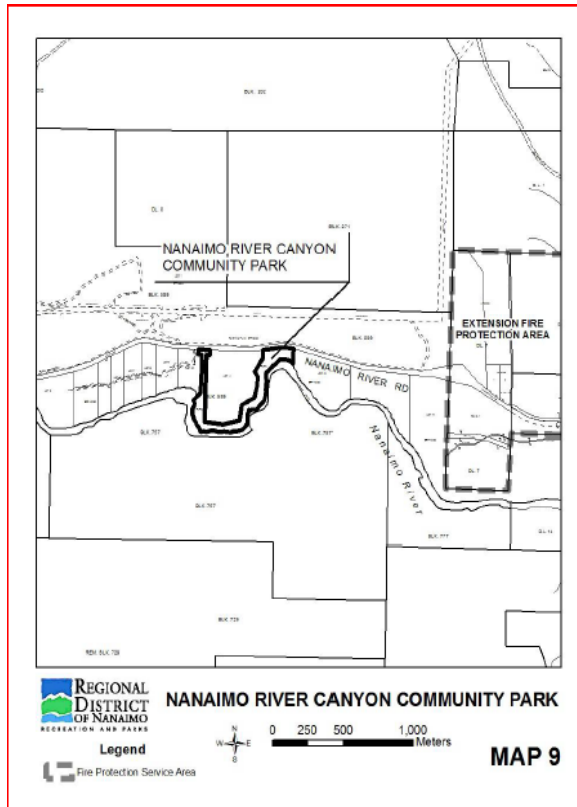
Schedule A Regional District Lands Maps

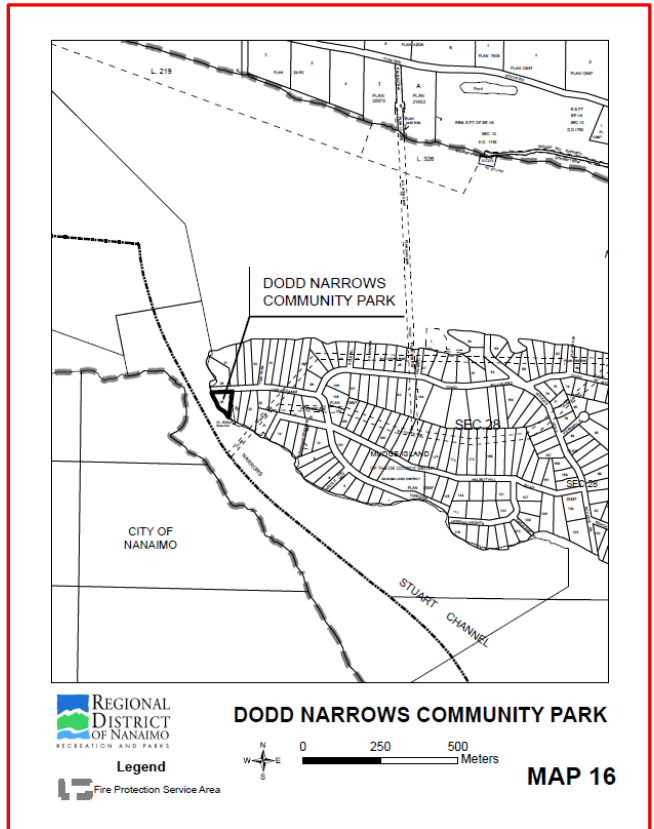
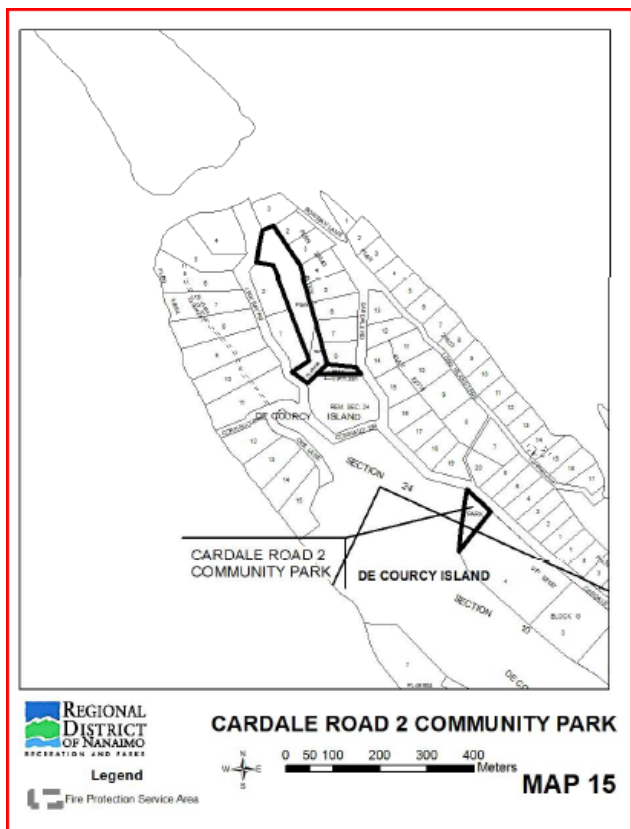
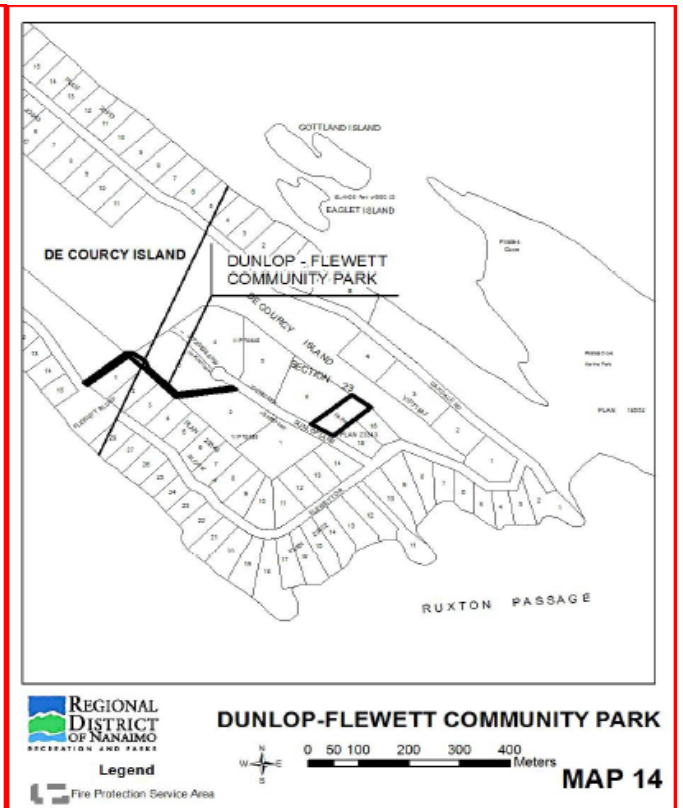
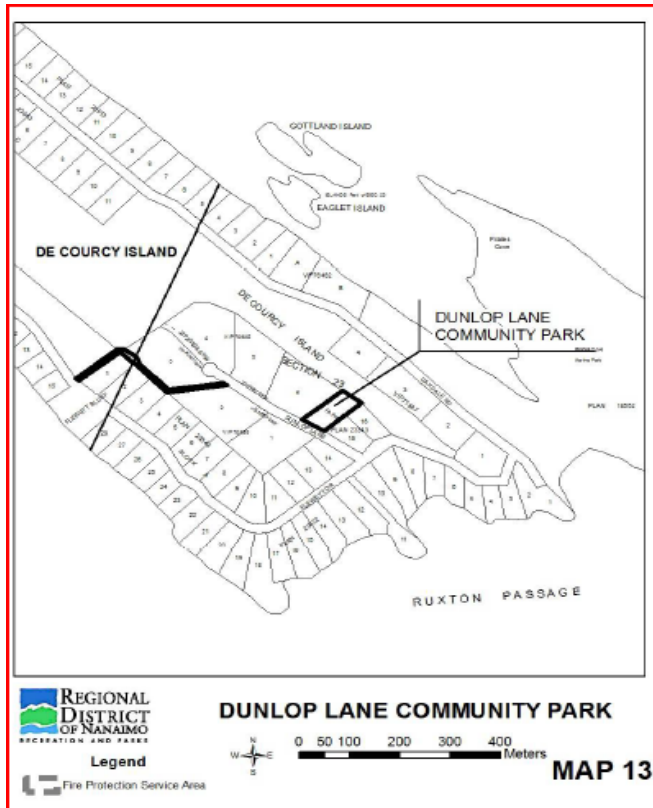
Operating Area (Park/Trail Name)	Map Number
Wildwood Community Park	1
Illusion Lake Community Park	2
Horne Lake Regional Park	3
Little Qualicum River Regional Park	4
Mount Arrowsmith Massif Regional Park	5
Benson Creek Falls Regional Park	6
Mount Benson Regional Park	7
Kipp Road Community Park	8
Nanaimo River Canyon Community Park	9
Sea Fern Lane Community Park	10
Cardale Road 1 Community Park	11
Link Bay Road Community Park	12
Dunlop Lane Community Park	13
Dunlop-Flewett Community Trail	14
Cardale Road 2 Community Park	15
Dodd Narrows Community Park	16

Total area of the Lands within this Agreement is 1,769 hectares.











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Schedule B Regional District Resources

1. **In addition to their statutory obligations and responsibilities** the Regional District will provide the Resources identified in this Schedule, as requested by the Province, for Fire Suppression and Patrol, during periods when there is a risk of a Fire starting and spreading.
2. The Regional District Resources will be made available as and when required by the Province, at no cost to the Province.
3. The Regional District Resources must meet the applicable requirements as indicated in the WorkSafeBC Occupational Health and Safety Regulation, Policies, Guidelines and WCB Standards.
4. The Province will direct the Regional District Resources (excluding the Site Representative) regarding the type and duration of Fire Suppression activities to be undertaken on a Fire.
5. Where Regional District Lands are dispersed over a broad geographic area, Regional District Resources may be identified applicable to specific operations or geographic areas.
6. Personnel
 - a) Site Representative(s) **must** be identified:
 A Site Representative is an individual authorized to act on behalf of and make decisions for the Regional District with respect to Fire Response operations and activities.
 A Primary Site Representative will be identified by the Regional District for all Fires and will be available during periods when there is a risk of a Fire starting or spreading and able to respond to the site of a Fire when requested by the Province. Where an Annual Preparedness Plan is submitted to the Province, alternative Site Representatives with names, applicable dates and contact information may be identified to the Province in place of the Primary Site Representative.

Primary Site Representative	24 Hour Telephone Contact
RDN Emergency Program	(778) 762-3553
Alternate Contact #1 Catherine Morrison, Manager Emergency Services	(250) 713-2057
Alternate Contact #2 Doug Gardiner, Fire & Rescue Service Coordinator	(250) 802-6670
Bill Woodhouse Horne Lake Regional Park ONLY	(250) 927-4790



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Schedule C

Annual Preparedness Plan Content

1. The Regional District will prepare an Annual Preparedness Plan that provides the Province with information about the Regional District that may assist the Province in its Fire Response operations, and will be provided to the Province prior to the fire season.
2. Updates to the Annual Preparedness Plan may be requested by the Province monthly or as determined by the Province.
3. The following is a framework that may be used and provides suggestions regarding plan content.

Brief Description of the Area Under Agreement

- Location
- Geographic considerations such as significant physical separation of parcels of land

Personnel

- Duty rosters and standby personnel
- Availability of Site Representatives (including whether this will be 24/7 during the fire season or for specified hours)
- Fire crews and equipment, the dates of availability and the marshalling point(s)

Operational Considerations

- Identification of active operating areas and when the operations will be undertaken including:
 - Harvesting (including the location of any high-lead operations)
 - Road building and / or road deactivation (including blasting operations)
 - Site preparation
 - Reforestation
 - Stand treatments such as brushing, weeding, pruning
- Location of contractors and / or contracted equipment that may aid in fire suppression
 - Estimate of when they may be operating on the Lands
- If available, operational overview maps showing the planned location of high risk activities
- Location of equipment caches

Transportation Considerations

- Location of any barges, ferries or other water vessels that may aid in the ground transport of fire suppression personnel and equipment
 - Estimate of when this equipment may be available
- Location of any locked gates
 - Availability of keys
 - New gates established on the Lands and availability of new keys



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Schedule D

Digital Data Limited Use Agreement

Subject to the *Freedom of Information and Protection of Privacy Act*, the Regional District agrees to share the digital data identified in this Agreement with the Province for the ongoing purpose of implementing the Wildfire Response Agreement between the Regional District and the Province.

The provision of the digital data is subject to the following conditions:

1. Supplied data not in the public domain is provided without warranty and is the sole and exclusive property of the Regional District. The Province and contractors operating on behalf of the Province do not acquire any right, title or interest in or to the data or any portion of it or to any intellectual property or other proprietary rights related to it.
2. The Regional District data will be used only for projects undertaken by the Province unless the Regional District gives permission otherwise.
3. The Regional District's digital data will not be shared with any parties other than the Province or contractors working on behalf of the Province without the Regional District's consent.
4. The Province will ensure that all of the data and copies are stored in a secure place while in its possession, custody or control and that metadata identifying the limited use rights to the data is appended to the data.
5. Only generalized hard copy maps, generalized digital plotter files, generalized digital graphic files (such as TIFF, JPEG or PDF format files), or generalized data tables of any spatial analyses containing the Regional District's version of this data may be shared with individuals and organizations not working on behalf of the Province.
6. The Province will ensure that individuals or contractors acting on behalf of the Province are aware of, and agree in writing to, the conditions in this Agreement.