

TOWNSHIP OF ESQUIMALT AND CITY OF LANGFORD
MUTUAL AID AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is dated for reference the 1st day of March, 2019 is

BETWEEN

THE
CORPORATION OF
THE TOWNSHIP
OF ESQUIMALT

1229 Esquimalt Road,
Esquimalt B.C. V9A 3P1

("The Township")

OF THE FIRST PART

AND:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue,
Langford, B.C. V9B 2X8

("City of Langford")

OF THE SECOND PART

(each a “**Party**” and collectively the “**Parties**”)

WHEREAS:

- A. Pursuant to sections 8(1) and 11(2) of the *Community Charter* municipalities are empowered to enter into agreements and exercise their powers outside their boundaries;
- B. Both Parties provide Emergency Operations services, including but not limited to fire protection services, to their municipalities and maintain their own Emergency Resources for these purpose; and
- C. The parties consider it to be to their mutual benefit to co-operate in the fighting of fires and responding to other emergency-related incidents.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1.0 DEFINITIONS

1.1 For the purposes of this Agreement:

“apparatus” means any vehicle which has been built for, or otherwise customized for use during Emergency Operations.

“Area of Jurisdiction” means the territorial area over which each Party has legal authority to provide Emergency Operations services, excluding those areas where legal authority is granted by an agreement between the Parties or an agreement between either Party and any other local government(s), for the purposes of providing Mutual Aid between fire departments.

“Emergency” includes any or all of the following:

- (a) Fire Emergency,
- (b) Rescue Emergency,
- (c) Medical Emergency, and
- (d) Emergency Standby Services.

“Emergency Operations” means fire suppression, First Responder Program medical aid, auto extrication and rescue, technical rescue, and Emergency Standby Services.

“Emergency Resources” means apparatus, equipment, consumables, and persons designated by a Party for the purpose of Emergency Operations, all or a portion of which may be made available to another Party to assist in Emergency Operations.

“Emergency Standby Services” means the provision of Emergency Resources by the Providing Party to the Fire Department of the Requesting Party for the purpose of standing by in the event that an Emergency occurs in the Requesting Party's Area of Jurisdiction which cannot be brought under control by the use of local Emergency Resources within the Area of Jurisdiction.

“Fire Department” means a fire department maintained and operated by a Party to this Agreement.

"Fire Chief" means the person appointed as the chief or director of the Fire Department of a Party, and any officer, member or inspector of that Fire Department, who in the normal course of his or her duties are authorized by the Fire Chief to act on his or her behalf.

"Fire Emergency" means a real or anticipated fire that in the opinion of the Fire Chief or Officer in Charge endangers the lives, safety, welfare and well-being of people, or the safety or fabric of buildings or structures and which cannot be brought under control by the use of local firefighting resources within the Area of Jurisdiction within a reasonable time in the sole discretion of the Officer in Charge of the Requesting Party.

"First Responder Program" means the provision of emergency health services to the public by Fire Department emergency medical assistants, along with the training and development of such emergency medical assistants, pursuant to the *Emergency Health Services Act*, RSBC 1996, c 182, and its regulations, as amended or replaced from time to time.

"Medical Emergency" means a real or anticipated medical emergency that in the opinion of the Fire Chief or Officer in Charge endangers the lives, safety, welfare and well-being of people and which cannot be brought under control by the use of local Emergency Resources within the Area of Jurisdiction.

"Mutual Aid" means the provision of Emergency Resources by a Providing Party, at the request of a Requesting Party, to respond to an Emergency and assist in Emergency Operations of a Requesting Party outside of the Providing Party's Area of Jurisdiction, pursuant to the terms of this Agreement.

"Officer in Charge" means a member of the Fire Department who has assumed command during Emergency Operations.

"Providing Party" means a Party receiving a request for Mutual Aid under this Agreement.

"Requesting Party" means a Party requesting Mutual Aid under this Agreement.

"Rescue Emergency" means a real or anticipated rescue assistance situation that in the opinion of the Fire Chief or the Officer in Charge endangers the lives, safety, welfare and well-being of people, or the safety or fabric of buildings or structures and which cannot be brought under control by the use of local Emergency Resources within the Area of Jurisdiction within a reasonable time in the sole discretion of the Officer in Charge of the Requesting Party.

"Shipboard Firefighting" means any activity that requires a firefighter to put a foot on board a sailing boat, ship or water motor vessel of any kind or size for the purpose of fire suppression.

2.0 TERM

- 2.1 Subject to section 2.2, the term of this Agreement shall be five (5) years, commencing on the 1st day of March, 2019.
- 2.2 This Agreement will automatically renew for a second five (5) year term expiring 28th day of February, 2029 unless otherwise terminated in 2.3.
- 2.3 Either Party may terminate this Agreement by delivering sixty (60) days written notice of termination to the other Party, with notice to be given in accordance with the notice provisions at section 17.4 of this Agreement.

3.0 ASSISTANCE RESPONSE

- 3.1 The Parties agree to provide Mutual Aid to each other's Area of Jurisdiction in accordance with the terms of this Agreement.
- 3.2 As a limit on section 3.1 of this Agreement, the Parties will not provide Shipboard Firefighting services during Mutual Aid under this Agreement.
- 3.3 Mutual Aid assistance as provided under this Agreement will be limited to one operational period as defined by the sole discretion of the Fire Chief or Officer in Charge. Assistance may continue after the original period by way of the Capital Regional District Disaster Mutual Aid Agreement or as a tasked agency as a Provincial Resource (e.g. Interagency Agreement, EMBC).
- 3.4 Subject to section 4.3 of this Agreement, when a Fire Chief or Officer in Charge determines that an Emergency exists, the Fire Chief or Officer in Charge may, in their sole and absolute discretion, decide whether to request a Mutual Aid response from the other Party for the purposes of bringing that Emergency under control.
- 3.5 Subject to the provisions in section 4 of this Agreement, upon receipt of a request for Mutual Aid, which may be made verbally or in writing, from the Fire Chief or Officer in Charge of the Requesting Party, a Providing Party shall, within a reasonable amount of time, dispatch Emergency Resources to assist in Emergency Operations in the Requesting Party's Area of Jurisdiction.

4.0 AVAILABILITY OF EMERGENCY EQUIPMENT AND PERSONNEL

- 4.1 When Mutual Aid is requested by a Requesting Party, the Fire Chief of the Providing Party shall, in their sole and absolute discretion, determine whether or not Emergency Resources within their Area of Jurisdiction are readily available

and permitted to be dispatched for the purposes of section 3.4 of this Agreement, and in making that decision will consider:

- (a) the current status and state of repair of the Providing Party's available emergency equipment, vehicles, and apparatus, and
- (b) whether the Providing Party's Emergency Resources are required or are anticipated to be required in the Providing Party's Area of Jurisdiction during the relevant timeframe.

The Fire Chief of the Providing Party shall communicate that decision to the Fire Chief or Officer in Charge of the Requesting Party, either verbally or in writing, as soon as is reasonably possible after the receipt of a Mutual Aid request.

- 4.2 Nothing in this Agreement shall be interpreted or construed as requiring a Providing Party, or the Fire Chief of a Providing Party, to dispatch or make available Emergency Resources to a Requesting Party where the Fire Chief reasonably considers that the Emergency Resources are or may be required by the Providing Party to maintain an adequate level of service in the Providing Party's own Area of Jurisdiction.
- 4.3 A Requesting Party shall not request Mutual Aid unless its own Emergency Resources are exhausted, being already utilized or deployed, or otherwise unavailable, except when the Requesting Party requires specialized equipment or personnel which the Requesting Party does not possess or have available at that time.
- 4.4 If the Fire Chief of a Providing Party determines that Emergency Resources will be dispatched, the Providing Party shall provide a minimum of four (4) qualified firefighting personnel for each type of vehicle, truck, or apparatus provided to the Requesting Party, except for:
 - (a) when the Fire Chief or Officer in Charge of the Requesting Party explicitly authorizes a Providing Party's vehicle, truck, or apparatus to respond to Mutual Aid with less than the minimum number of qualified firefighting personnel onboard, with such authorization being communicated to the Providing Party, either verbally or in writing, at the time of the request for Mutual Aid; or
 - (b) any vehicle(s) assigned specifically to the Fire Chief or a designated command officer, which normally respond with less than four (4) qualified firefighting personnel onboard.
- 4.5 If the Fire Chief of a Providing Party determines that Emergency Resources will be dispatched, the Providing Party shall only provide equipment, vehicles, trucks, and apparatus to the Requesting Party that are in good working condition and

otherwise meet the industry operational and maintenance standards required of such Emergency Resources.

5.0 CONTROL

- 5.1 Subject to section 6 and 7 of this Agreement, for the duration of time that a Providing Party's Emergency Resources are provided for Mutual Aid under this Agreement, the Officer in Charge of the Requesting Party shall command and direct the use of all Emergency Resources assisting at the Emergency.
- 5.2 In the case of Emergency Resources supplied by the Providing Party, the Requesting Party's Officer in Charge shall, upon request and as the circumstances permit, provide the Fire Chief or Officer in Charge of the Providing Party with an update on the location and general status, including current assignments, of the Providing Party's Emergency Resources.
- 5.3 The Officer in Charge of the Requesting Party shall, as the circumstances permit, make reasonable efforts to keep the Providing Party's Emergency Resources together during Mutual Aid.

6.0 EMERGENCY RESOURCES RECALL

- 6.1 The Fire Chief of the Providing Party may at any time, in their sole and absolute discretion, recall any and all of the Providing Party's Emergency Resources engaged in Mutual Aid, by notifying the Fire Chief or Officer in Charge of the Requesting Party, either verbally or in writing, of the decision to recall those Emergency Resources.
- 6.2 If the Fire Chief of the Providing Party exercises their discretion to recall Emergency Resources engaged in Mutual Aid, the Requesting Party shall immediately, upon being notified of the recall, release and return the Providing Party's Emergency Resources which are subject to the recall notification.

7.0 SAFETY OF PROVIDING PARTY

- 7.1 If in the opinion of the Fire Chief or Officer in Charge of the Providing Party:
 - (a) the safety of any of the Providing Party's Emergency Resources engaged in Mutual Aid is threatened by the actions, commands, or directions of the Requesting Party or their Officer in Charge, or
 - (b) best firefighting practices (including, but not limited to, applicable WorkSafe BC regulations, rules, policies, and standards) are not applied or followed during Mutual Aid,

the Fire Chief or Officer in Charge of the Providing Party shall have the sole and absolute discretion as to the application and following of directions given by the Officer in Charge of the Requesting Party, as these directions relate to the Emergency Resources of the Providing Party, including, but not limited to withdrawing any or all of the Providing Party's Emergency Resources from Mutual Aid.

8.0 COST

8.1 There shall be no cost, fee, expense, or charge to either the Providing Party or the Requesting Party for the provision or receipt of Mutual Aid, other than the Requesting Party shall reimburse the Providing Party for all costs associated with:

- (a) any consumable items or supplies (including, but not limited to fuel, foam, and medical supplies) owned by the Providing Party, that are used or otherwise consumed by either Party during Mutual Aid; and
- (b) any Providing Party equipment (excluding vehicles, trucks, and apparatus) that is damaged beyond repair or destroyed and must be replaced as a result of Mutual Aid, except where such damage is caused solely by the Providing Party's own negligence or as a result of normal wear and tear.

8.2 When costs are incurred pursuant to section 8.1 of this Agreement, the Providing Party shall provide the Requesting Party with an itemized invoice, in accordance with the notice provision in section 17.4 of this Agreement, setting out those costs and, within 30 days of the receipt of that invoice, the Requesting Party shall pay the amount owing on that invoice.

9.0 WATER SUPPLY

9.1 Whether or not responding to an Emergency, each Party to this Agreement shall be permitted to connect to and use the closest and available water supply or fire hydrant within either Party's Area of Jurisdiction, without first obtaining permission, permit, or authorization from the other Party, regardless of jurisdiction, if the factors of time, life and safety warrant such connection and use.

10.0 FIRE CHIEF'S OR OFFICER IN CHARGE'S DETERMINATION

10.1 The determination of a Fire Chief or Officer in Charge on any matter that he or she has authority to determine under this Agreement shall be final.

11.0 RELEASE FROM MUTUAL AID

11.1 As soon as the Emergency giving rise to a request for Mutual Aid has been brought under control and can be managed, without assistance, by the Requesting

Party, the Emergency Resources of the Providing Party provided under this Agreement shall be released first to return to their Area of Jurisdiction before any of the Requesting Party's resources are released.

12.0 INDEMNITY

- 12.1 When providing Mutual Aid, a Providing Party shall indemnify and save harmless the Requesting Party and its elected officials, officers, employees, agents, volunteers, or contractors, from and against any and all actions, losses, costs, damages, claims, debts, fines, or expenses, including legal and other professional fees, caused or resulting from any error, omission or negligent act by the Providing Party during such Mutual Aid.
- 12.2 When receiving Mutual Aid, a Requesting Party shall indemnify and save harmless the Providing Party and its elected officials, officers, employees, agents, volunteers, or contractors, from and against any and all actions, losses, costs, damages, claims, debts, fines or expense, including legal and other professional fees, caused or resulting from any error, omission or negligent act by the Requesting Party during such Mutual Aid.
- 12.3 No Party to this Agreement shall bring any claim, action, suit, or demand against the other Party to this Agreement or its elected officials, officers, employees, agents, volunteers, or contractors, in respect of or in any way related to the decision of a Fire Chief or Officer in Charge as to the level of Mutual Aid and assistance, if any, to be provided under this Agreement, including without limit, any decision of the Fire Chief or Officer in Charge of the Providing Party to withdraw or recall Emergency Resources from Mutual Aid pursuant to this Agreement.

13.0 WAIVER

- 13.1 No waiver by either Party of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement, whether similar or dissimilar.

14.0 INSURANCE

- 14.1 Each Party shall procure and maintain in force at their own cost during the entire term of this Agreement a comprehensive general liability insurance policy, policies and/or program with a limit of not less than FIFTEEN MILLION (\$15,000,000.00) DOLLARS inclusive per occurrence for bodily injury (including death), personal injury and property damage. The policy, policies and/or program shall include but not be limited to the following coverage/provisions:

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- (a) all premises and operations necessary or incidental to the performance of this Agreement;
 - (b) products and completed operations;
 - (c) "broad form" property damage;
 - (d) blanket contractual liability;
 - (e) cross liability.

14.2 Each Party shall procure and maintain at its own cost during the entire term of this Agreement, automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be TEN MILLION (\$10,000,000.00) DOLLARS inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

14.3 In the event that either Party proposes to withdraw or change insurance providers or lower the policy coverage limits as set out in this Agreement, the withdrawing Party shall provide the other Party with a minimum ninety (90) days' written notice, in accordance with section 17.4 of this Agreement, of the proposed effective date of withdrawal from the current insurance provider so that the other Party may either satisfy itself, in its sole discretion, that appropriate insurance coverage will be in place for the remainder of the Term or serve notice of termination of this Agreement on the withdrawing Party pursuant to section 2 of this Agreement.

15.0 SECURITY OF PERSONAL INFORMATION

15.1 Each Party shall make reasonable arrangements to maintain the security of any personal information obtained during Mutual Aid or otherwise in its custody as it relates to this Agreement and the provision of Mutual Aid, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal, and will ensure that employees, volunteers and contractors with access to personal information comply with the requirements of the *Freedom of Information and Protection of Privacy Act*, as amended or replaced from time to time, and any other applicable legislation.

16.0 SERVICE OUTSIDE BOUNDARIES

16.1 For the purposes of section 13 of the *Community Charter*, each of the Parties consents to the other Party engaging in Emergency Operations within their respective Area of Jurisdiction pursuant to this Agreement.

17.0 MISCELLANEOUS PROVISIONS

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- 17.1 This Agreement shall be the entire agreement between the parties in respect of the provision of Mutual Aid by the Parties to one another for the purposes of bringing an Emergency under control.
- 17.2 Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.
- 17.3 Wherever the singular of the masculine are used in this Agreement the same shall be deemed to include the plural, or the feminine, or the body politic, or corporate, where the context or the parties hereto so require.
- 17.4 Unless otherwise stated in this Agreement, any notice given pursuant to this Agreement shall be in writing and be served personally on the Fire Chief of the other Party, or alternatively, delivered by registered mail to the following address of the Party to whom notice is given:
- (a) The City of Langford Fire Department - 2625 Peatt Road, Victoria, BC, V9B 3T9; or
 - (b) The Township of Esquimalt Fire Department – 500 Park Place, Esquimalt BC, V9A 6Z9.
- 17.5 The Parties may not assign this Agreement without the prior written consent of the other Party to this Agreement.
- 17.6 This Agreement may not be modified or amended except by written agreement between the Parties.
- 17.7 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia.
- 17.8 This Agreement may be executed in any number of counterparts. Any executed counterpart shall be construed as an original. All executed counterparts together shall constitute the Agreement.

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

TOWNSHIP OF ESQUIMALT by its)
authorized signatories:)
)
)
_____)
Mayor:)
)
)
_____)
Corporate Officer:)

CITY OF LANGFORD by its authorized)
signatories:)
)
_____)
Mayor:)
)
)
_____)
Corporate Officer:)