



STAFF REPORT

DATE: May 17, 2024

FILE: 0550-04 Board

TO: Chair and Directors
Regional Board

FROM: David Leitch
Chief Administrative Officer

RE: BYLAW NO. 560 – CORTES ISLAND FIRE PROTECTION AGREEMENT

PURPOSE/PROBLEM

To consider Bylaw No. 560 which would authorize the Regional District to enter into a new 5-year agreement with the Cortes Island Fire Fighters Association (CIFFA) to provide fire protection services for part of Cortes Island.

POLICY ANALYSIS

For many years the Regional District has contracted with the CIFFA to provide fire protection services to portions of Cortes Island. This was typically done via 5-year renewable contracts. Approximately one year ago the Regional District decided to contract on a month-to-month basis pending resolution of a number of training, operational and administrative issues that had been previously identified via an audit of the fire department.

Over that time period, the contractor has made numerous changes to its operational methods to address those deficiencies and has requested that the Regional District now consider a multi-year service contract. The attached bylaw and service agreement, presented at this time for the Board's consideration, are the result of extensive discussions between the Regional District and the CIFFA, and the CIFFA Board has confirmed through its President that it endorses the new contract. As noted in the contract, the fire department will be relying on the regional fire administration services provided by the Regional District to ensure that it is able to maintain the standards required for compliance with the service contract.

If the Board is satisfied with the terms proposed in this contract, the following recommendations would be in order.

RECOMMENDATIONS

1. THAT the report from the Chief Administrative Officer be received.
2. THAT Bylaw No. 560, being a bylaw to authorize entering into an agreement for the provision of fire protection services on Cortes Island, be now introduced and read a first time.
3. THAT the rules be suspended and Bylaw No. 560 be given second and third readings.
4. THAT Bylaw No. 560, being Cortes Island Fire Protection Service Agreement Authorization Bylaw 2024, be reconsidered, finally passed and adopted.

Respectfully:

A large, stylized handwritten signature in blue ink, appearing to read 'D. Leitch', is written over a horizontal line.

David Leitch
Chief Administrative Officer

Prepared by: *T. Yates, Corporate Services Manager*

Attachments: Bylaw No. 560



BYLAW NO. 560

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES ON CORTES ISLAND

WHEREAS the former Comox-Strathcona Regional District has, by Bylaw No. 1263, established a service to provide fire protection services for a portion of Cortes Island;

AND WHEREAS a bylaw of the former Comox-Strathcona Regional District that applies within all or part of the area comprising the Strathcona Regional District remains in force as a bylaw of the Strathcona Regional District until amended or repealed;

AND WHEREAS the Strathcona Regional District may, pursuant to the *Local Government Act*, make agreements respecting the undertaking, provision and operation of a service;

AND WHEREAS the Strathcona Regional District wishes to enter into an agreement with the Cortes Island Fire Fighters Association for the provision of the aforesaid fire protection service;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Agreement Authorized

1. The Regional District may enter into an agreement with the Cortes Island Fire Fighters Association for the provision of fire protection services.

Form and Substance

2. The agreement authorized in section 1 shall be substantially as set out in Appendix 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the agreement and such further documents as may be necessary to implement the agreement following adoption of this bylaw.

Citation

4. This bylaw may be cited for all purposes as Bylaw No. 560, being Cortes Island Fire Protection Service Agreement Authorization Bylaw 2024.

READ A FIRST TIME ON THE DAY OF , 2024

READ A SECOND TIME ON THE DAY OF , 2024

READ A THIRD TIME ON THE DAY OF , 2024

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE DAY OF , 2024

Chair

Corporate Officer

APPENDIX 'A'

CORTES ISLAND FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2024.

BETWEEN:

STRATHCONA REGIONAL DISTRICT, a regional district incorporated under the *Local Government Act* of British Columbia and having an office at #301 - 990 Cedar Street, Campbell River, B.C., V9W 7Z8

(the "Regional District")

OF THE FIRST PART

AND:

CORTES ISLAND FIRE FIGHTING ASSOCIATION, (Inc. No. S-24570), a society incorporated under the *Society Act* of British Columbia, and having an office at #2-959 Beasley Road, Manson's Landing, Cortes Island, B. C., V0P 1K0

(the "Association")

OF THE SECOND PART

WHEREAS:

- A. The Regional District is empowered by bylaw to provide the service of fire protection to a portion of Cortes Island;
- B. The Association is empowered under its constitution and bylaws to provide fire protection services to the public.
- C. The Regional District and the Association wish to enter into an agreement to provide the service of fire protection on Cortes Island (the "fire protection service"), on the terms and conditions contained herein.

NOW THEREFORE in consideration of the covenants herein contained and other good and valuable consideration, the Regional District and the Association covenant and agree as follows:

DEFINITIONS

- 1. In this Agreement, unless the context otherwise requires:

"capital asset" means, for the purpose of this Agreement, any tangible assets such as real property, infrastructure, equipment or apparatus that has a useful life expectancy beyond a single year.

"fire protection service" means the prevention of fires, and the response to and suppression of fires to the exterior operations service level, as described in the Playbook, and as allowed by additional provincially recognized training, as part of the fire protection service as described in Bylaw No. 1263, being South Cortes Island Fire Protection Services and Facilities Service Establishment Bylaw 1990.

"fire training and logistics coordination" means the service provided by the Regional District to assist fire departments in the region with firefighter recruitment, training, equipment procurement, apparatus specification, equipment purchasing, record keeping and other administrative responsibilities.

"operational responsibility" means the responsibility to deliver the fire protection service to members of the public.

"governance responsibility" means the responsibility to administer the delivery of the fire protection service on behalf of the general public.

"playbook" means the British Columbia Fire Service: Minimum Training Standards – Structure Firefighters Competency and Training Playbook, as amended from time to time.

PROVISION OF SERVICES

2. (a) The Regional District hereby contracts with the Association to operate the fire protection service for a term of five (5) years (the 'Term') commencing on the date this Agreement is finally executed.
- (b) The Regional District shall pay to the Association such funds as may be authorized pursuant to Section 8 of this Agreement, as full payment for operating the fire protection service in accordance with this Agreement.
3. The Association agrees to operate the fire protection service in accordance with the terms and conditions of this Agreement.

STANDARDS OF SERVICE

4. In operating the fire protection service the Association represents and warrants that
 - (a) it will comply with all laws, statutes, regulations, bylaws and orders of any authority having jurisdiction.
 - (b) all personnel involved in operating the fire protection service will be properly trained and licensed to perform the work that they are expected to do. Without limiting the foregoing, all personnel involved in operating the fire protection service will be trained to the requisite level in accordance with the Playbook, for any work they are expected to do prior to performing that work. Training will be provided by a trainer that meets the minimum trainer requirements specified in the Playbook.
 - (c) the fire protection service will be operated to the exterior operations service level standard, and in accordance with standards of operation maintained by other volunteer fire departments of similar size and facilities and as allowed by additional provincially recognized training.
 - (d) it shall be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees.
 - (e) it shall provide satisfactory proof of WorkSafe BC coverage to the Regional District upon request.
 - (f) it shall provide the fire services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Association's provision of the fire protection services.
 - (g) it shall designate a member of the volunteer fire department as a training coordinator.
 - (h) it shall conduct annual commercial vehicle inspections on each vehicle used by the Association in the provision of fire protection services, verifying that the vehicles are safe to operate on BC roads, such inspections to be conducted by a mechanic authorized by Commercial Vehicle Safety and Enforcement BC, in accordance with all applicable legislation. Following each inspection the Association shall comply with all conditions imposed as a result of the inspection, and

- (i) It shall ensure that all vehicles used in the provision of fire protection services are safe to deploy in an emergency, including by conducting post-trip inspections after each use, and conducting regular preventative maintenance.
5. The Association agrees that the Regional District is limited in its ability to authorize entrance of the Association's personnel onto private property, or to indemnify or extend immunity to persons acting on behalf of the Association in fulfilling its obligations under this Agreement.

SERVICE AREA

6. (a) The area covered by this Agreement (the 'service area') is set out in Appendix 'A,' attached to and forming part of this Agreement.
- (b) The Association agrees that equipment, funding and any other resources provided by the Regional District under this Agreement will not be used to provide fire protection services outside of the service area, nor will they be used to provide any other service, without the prior written consent of the Regional District, or except as otherwise provided in this Agreement.
- (c) The parties agree that the Association may, if authorized by the Ministry of Forests, Lands and Natural Resource Operations or another duly constituted provincial authority, engage in wildfire suppression either inside or outside of the service area provided that:
- i) any firefighters engaged in wildfire suppression have completed any required training for the tasks they are expected to perform;
 - ii) all funding received for use of apparatus and equipment provided by the Regional District shall accrue to the Regional District;
 - iii) the standards of service provided to service recipients under this Agreement are not compromised as a result of such suppression activity; and
 - iv) the insurance requirements of this Agreement remain in effect throughout the duration of the suppression activity.
- (d) During the term of this Agreement the parties agree to continue the ongoing conversation regarding the possibility of expanding the scope of services offered by the Association such as:
- i) higher levels of service described in the playbook;
 - ii) currently unserved areas that may desire such service or services;
- on the understanding that changes to the scope of services that may be authorized by the Regional District are subject to such due process requirements as may be required by law.

RECORDSFinancial Records

7. (a) The Association shall:
- i) maintain, at all times, accurate books, records and accounts for the fire protection service including all receipts and invoices supporting any expenditures in accordance with generally accepted accounting principles applied on a consistent basis from year to year; and
 - ii) permit the Regional District to inspect the same at all reasonable times and to make copies thereof.

- (b) The Regional District shall make available to the Association its records and accounts for the fire protection service at all reasonable times and to make copies thereof.
- (c) The Association shall provide the Regional District, in a form and substance satisfactory to the Regional District, on or before May 1 each year of the term, a review engagement prepared by an independent accountant for revenue and expenditure, balance sheets and changes in equity for the fire protection service for the preceding fiscal period, January 1 to December 31.

Operational Records

- 8.
 - (a) The Association agrees to maintain appropriate records related to the provision of fire protection services, including incident reporting, training records, equipment and building maintenance records, inventory control, and personnel records.
 - (b) Without limiting section 7(a) of this Agreement, the Association agrees to maintain:
 - i) a training records database and records management system that provides detailed records for the training of each firefighter, including any and all documentation and records required to be maintained by the Playbook;
 - ii) a record of all commercial vehicle inspections required under section 4(h) of this Agreement; and
 - iii) a record of all preventative maintenance performed under section 4(i) of this Agreement.
 - (c) The Association shall provide the Regional District, in a form and substance satisfactory to the Regional District, on or before May 1 each year of the term, a summary of the preventative and protection services provided in the previous year, including a summary of incidents responded to, a summary of training provided, and a summary of equipment, vehicle, and building maintenance and inspection for the preceding January 1 to December 31.
- 9. The Association agrees to provide a training, certification and validation policy for the Regional District's review within 90 days of the Effective Date of this Agreement, and such policy not to be amended or replaced without submission to the Regional District for review within 90 days.

FINANCIAL PLAN

- 10.
 - (a) The Association shall provide to the Regional District, not later than November 1 each year, a financial plan covering the ensuing five years.
 - (b) The financial plan shall outline in detail the funds required from the Regional District for operation of the fire protection service, and clearly differentiate between operational and capital requirements.
 - (c) The Regional District will advise the Association, not later than April 15 of the following year, of the funding approved for that year and following years. The Regional District will provide a copy of its current financial plan to the Association upon request.

FUNDING BY REGIONAL DISTRICT

- 11.
 - (a) The Regional District will provide funds to the Association for providing the fire protection service on the basis of the Regional District's approved financial plan. Payments to be paid on the 15th day of each month.
 - (b) Where a change in the Regional District's financial plan requires adjustment to an installment payment, such adjustment shall be made in the next installment payment.

- (c) During the term of this Agreement the parties agree to investigate the possibility of moving to a fixed rate approach for funding the fire protection service.
- (d) The Association acknowledges that the Regional District's governance responsibility includes financial obligations with respect to providing the fire protection service that are over and above its contractual obligations to the Association and that it is under no obligation to provide funds to the Association beyond those identified in the Regional District's approved financial plan.

EXPENSES AND PROCUREMENT

- 12. (a) The Association shall be responsible for the payment of all expenses associated with operating the fire protection service under this Agreement, other than expenses paid directly by the Regional District.
- (b) The Association shall follow fair procurement practices for all products and services obtained with funds provided by the Regional District and, wherever possible, shall model such practices on the Regional District's procurement policies.

CAPITAL EXPENDITURES

- 13. (a) The Regional District shall work with the Association with respect to the acquisition and disposition of capital assets that are funded through the Regional District.
- (b) Ownership and title of capital assets acquired with funding provided by the Regional District shall remain with the Regional District.

EXECUTIVE COMMITTEE

- 14. The Executive Committee of the Association shall:
 - (a) appoint or reappoint a Fire Chief for a term of up to 5 years, such appointments to be conditional upon renewal of the service contract if required;
 - (b) appoint or reappoint a training coordinator on an annual basis;
 - (c) be responsible for reviewing and reporting to the Regional District on the Association's five-year financial plan and otherwise represent the Association in its dealings with the Regional District;
 - (d) meet with officials of the Regional District as required, and at least semi-annually, to discuss the provision of the fire protection service, such meetings to include discussions of both financial and operational aspects of providing the service;
 - (e) submit to the Regional District not later than May 1 each year of the term, a written report containing information on the prior year's operations, an update on the training status of personnel involved in operating the fire protection service, the status of any capital development and any proposed major operational changes for the next year, and
 - (f) provide within 30 days after the annual general meeting of the Association a list of the Executive Committee members, including the Association's signing authorities, contact names, phone numbers and email addresses.

ADDITIONAL ASSOCIATION COVENANTS

- 15. The Association shall make all reasonable efforts to ensure that the fire chief is qualified to be appointed as local assistant to the Fire Commissioner under the Fire Services Act. The Association shall take into consideration all recommendations as may be provided under the fire training and

logistics coordination service provided by the Regional District.

INSURANCE

16. (a) The Association shall, throughout the term of the agreement, maintain and pay for a comprehensive general liability insurance policy or policies with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury and property damage.
- (b) The Regional District shall be added as an additional insured to the policy of insurance.
- (c) The Association shall furnish the Regional District with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any renewal of insurance policy or policies. Every certificate of insurance shall include confirmation by the insurer that the certificate specifically conforms to all of the provisions required herein.
- (d) Maintenance of such insurance and the performance by the Association of its obligations under this clause shall not relieve the Association of its indemnification obligations set out in this Agreement.
- (e) At its sole discretion, the Regional District may choose to maintain additional property and public liability insurance for the fire protection service, in such amounts and on such terms and conditions, as the Regional District deems appropriate.

INDEMNITY

17. The Association hereby indemnifies, saves harmless, releases and forever discharges the Regional District, its elected and appointed officers and employees from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, in any way arising from, in connection with or attributable to the actions of the Association, its servants, agents, officers, employees, contractors or subcontractors in connection with this Agreement.

TERMINATION

18. This Agreement is immediately terminated, if the Association:
 - (a) voluntarily winds up its affairs or disbands;
 - (b) becomes bankrupt;
 - (c) fails to hold a general meeting for a period of eighteen (18) months; or
 - (d) fails to maintain itself in good standing under the *Society Act* of the Province of British Columbia.
19. If the Association fails to comply with or is in breach of any of the terms and conditions of this Agreement, the Regional District may serve written notice on the Association requiring it to remedy the default within thirty (30) days from receipt of such notice, and if the Association fails to cure the default or take such steps as may reasonably be taken to correct or remedy the default within such time period, the Regional District may terminate this Agreement forthwith.
20. At any time during the Term, either party may terminate this Agreement on six (6) month's notice to the other party, and upon the expiration of six (6) months from the date of receipt of such notice, this Agreement shall be terminated.
21. In the event this Agreement is terminated each party will be entitled to retain the assets they have

contributed to the fire protection service under this Agreement or a previous agreement, subject to payment of all outstanding debts, borrowing and other liabilities.

CONTRACTUAL RELATIONSHIP

22. It is understood that this Agreement is strictly between the Regional District and the Association and is not to be interpreted as an employment or agency relationship between the Regional District and the Association and their employees and/or its agents and/or their employees, and/or its contractors and/or its employees. Should any differences arise between the Association and any of its employees, agents, contractors or their employees, they shall be resolved directly between them and the Association in this connection.

ASSIGNMENT

23. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by the Association without the prior written consent of the Regional District, and any attempt to do so without such consent will be of no force and effect.

ENTIRE AGREEMENT

24. The provisions herein contained constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all previous communications, representations and agreements, whether verbal or written, between the parties.

ENUREMENT

25. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

FURTHER AGREEMENTS

26. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
27. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

INTERPRETATION

28. Wherever the singular or masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so requires.
29. The headings to the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

TIME OF THE ESSENCE

30. Time is expressly declared and stipulated to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.

WAIVER OF BENEFITS

31. Either party may, in writing, from time to time and at any time waive, in whole or in part, the benefit to it of any provision of this Agreement or any default by the other party, but any waiver on any occasion shall be deemed not to be a waiver of that provision thereafter or of any subsequent

default, or a waiver of any other provision or default under this Agreement.

NOTICES BETWEEN PARTIES

32. All notices, requests and demands required or permitted to be given hereunder shall be given in writing and may be delivered personally, sent by telegram, telex or facsimile transmission to the parties at the addresses on the first page of this Agreement. All notices, requests and demands shall be deemed to have been received when telexed or faxed, on transmission; when mailed, on the seventh calendar day after being mailed; and when telegraphed or delivered, when actually received.

PARTIES ARE INDEPENDENT

33. Except as set out below, nothing in this Agreement shall prevent or restrict the parties from entering into other Agreements for the provision of fire protection services to areas outside of the service area:

- (a) subject to the specific authorizations contained herein, if the Association provides services to an area or areas outside of the service area it shall ensure that none of the financial or other resources provided by the Regional District are used in the provision of that service; and
- (b) if the Regional District expands the boundary of the area in which it is authorized to provide fire protection services, it shall negotiate with the Association to determine whether an amendment to the amount payable under this Agreement is required.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

STRATHCONA REGIONAL DISTRICT, by its)
 authorized signatories)
)

_____))
 Chair)
)

_____))
 Corporate Officer)

CORTES ISLAND FIRE FIGHTING)
ASSOCIATION, by its authorized signatories)
)

_____))
 President)
)

_____))
 Secretary)