

# ATTACHMENT A

## MUTUAL AID AGREEMENT FOR FIRE DEPARTMENTS

THIS AGREEMENT dated for reference the 22<sup>nd</sup> day of November, 2024.

BETWEEN

### **CITY OF NANAIMO**

455 Wallace Street  
Nanaimo, BC V9R 5J6

("Nanaimo")

OF THE FIRST PART

AND:

### **CRANBERRY IMPROVEMENT DISTRICT**

1555 Morden Road  
Nanaimo, BC V9X 1S2

("Cranberry")

OF THE SECOND PART

### **MOUNTAIN IMPROVEMENT DISTRICT**

3269-B Jingle Pot Road  
Nanaimo, BC V9R 6W9

("Mountain")

OF THE THIRD PART

### **DISTRICT OF LANTZVILLE**

7192 Lantzville Road  
PO Box 100  
Lantzville, BC V0R 2H0

("Lantzville")

OF THE FOURTH PART

**NORTH CEDAR IMPROVEMENT DISTRICT**

2100 Yellow Point Road  
PO Box 210  
Cedar, BC V9X 1W1

(“North Cedar”)

OF THE FIFTH PART

**EXTENSION AND DISTRICT VOLUNTEER FIRE DEPARTMENT SOCIETY**

Site V, R.R. #1  
Nanaimo, BC V9R 5K1

(“Extension”)

OF THE SIXTH PART

**WHEREAS:**

- A. Pursuant to sections 8(1) and 11(2) of the *Community Charter* municipalities are empowered to enter into agreements;
- B. Each of the Parties except Extension is a public authority as defined in Schedule to the *Community Charter*;
- C. Cranberry, North Cedar and Mountain have the power under their Letters Patent and under section 697(1) and 697(2)(g) of the *Local Government Act* to make this Agreement;
- D. Extension provides fire protection services within the Extension Fire Protection Specified Area, as defined under Regional District of Nanaimo Bylaw No. 1439
- E. All the Parties provide the service of fire protection and maintain their own Emergency Resources; and
- F. The Parties consider it to be to their mutual benefit to co-operate in the fighting of fires.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants and provisions herein contained, the parties covenant and agree as follows:

**1.0 DEFINITIONS**

1.1 For the purposes of this Agreement:

**“Ancillary Equipment”** means firefighting, emergency and life-saving equipment, and water supply.

**"Area of Jurisdiction"** means the territorial area over which each Party has legal authority to provide Emergency Operations services.

**"Emergency Operation Services"** means fire suppression services in the event of a Fire Emergency and Emergency Standby Services.

**"Emergency Resources"** means persons and equipment 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 station of the Requesting Party for the purpose of standing by in the event that a Fire 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 Chief"** means the Fire Chief of a Party and includes any person appointed or designated by the Fire Chief to act on his 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 property, 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.

**“Incident Command System”** is the B.C. Emergency Management System’s incident command system.

**“Incident Commander”** means the individual responsible and in charge of an Emergency in accordance with the Emergency Management System Incident Command System.

**"Officer in Charge"** means the senior officer of a Fire Department who is in attendance at an Emergency.

**"Party"** means a party to this Agreement.

**"Providing Party"** means a Party receiving a request for Emergency assistance under this Agreement.

**"Requesting Party"** means a Party requesting Emergency assistance under this Agreement.

## **2.0 TERM**

- 2.1 Subject to section 2.2, the term of this Agreement shall be five (5) years, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
- 2.2 Any Party may withdraw from this Agreement by delivering sixty (60) days' written notice of withdrawal to the other Parties by hand or by registered mail, from the withdrawing Party to the other Parties.

## **3.0 ASSISTANCE RESPONSE**

- 3.1 The Parties agree to provide Emergency Operation services to each other's Area of Jurisdiction in accordance with the terms of this Agreement.
- 3.2 Where a Fire Chief or Officer in Charge determines that a Fire Emergency exists, he or she may in his or her sole and absolute discretion decide whether to request assistance response from the other Party.
- 3.3 Upon request of the Fire Chief or Officer in Charge of the Requesting Party a Providing Party may in its absolute discretion dispatch Emergency Resources to assist in Emergency Operations in the Requesting Party's Area of Jurisdiction, immediately upon notification.
- 3.4 Cranberry, North Cedar, Lantzville and Mountain's Fire Department's personnel shall be trained to their declared service level of exterior, interior or full service in the Structure Fire Fighter's Competency and Training Playbook, as follows:
- (a) Cranberry: Interior Operations Level;
  - (b) North Cedar: Interior Operations Level;
  - (c) Lantzville: Interior Operations Level;
  - (d) Mountain: Exterior Operations Level; and
  - (e) Extension: Exterior Operations Level.

## **4.0 OPERATION, MANAGEMENT AND JURISDICTION**

- 4.1 The incident command system will be used at all Fire Emergencies under this Agreement. The Officer in Charge of the Requesting Party who is in attendance at the Fire Emergency shall be Incident Commander for the Providing Parties and will communicate with all fire departments in a manner to ensure coordinated operations. If there is no Officer in Charge present for the Requesting Party, the

senior member of the Requesting Party present at the Fire Emergency is deemed to be the Officer in Charge for the purposes of this Agreement.

- 4.2 The Incident Commander at the location of an Emergency shall direct use of Emergency Resources and Ancillary Equipment, and in the case of Emergency Resources and Ancillary Equipment supplied by a Providing Party, the Incident Commander shall give direction to the Officer in Charge of the Providing Party.
- 4.3 If, in the opinion of the Officer in Charge of the Providing Party, the safety of Emergency Resources is a concern, or good firefighting practices are not applied, despite section 4.1, the Officer in Charge of the Providing Party shall have sole 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.
- 4.4 Any and all agents, servants or employees of each of the Parties, while engaged in the performance of any work or services required to be performed by the Parties under this Agreement shall not be considered employees of any other Party and a Party shall not be responsible for any act or omission of any person other than one of its own agents, servants or employees, except as provided in this Agreement.
- 4.5 Each Party to this Agreement will retain decision-making authority within their own Area of Jurisdiction. All Parties will ensure that decisions involving multiple Areas of Jurisdiction are made in consultation with Nanaimo.

## **5.0 AVAILABILITY OF EMERGENCY EQUIPMENT AND PERSONNEL**

- 5.1 Nothing in this Agreement shall be interpreted as requiring a Fire Chief to dispatch or make available Emergency Resources to a Requesting Party.
- 5.2 A Requesting Party shall not request assistance in Emergency Operations unless or until its own Emergency Resources are deployed or are in use to deal with an Emergency except where it requires specialized equipment which it does not possess.
- 5.3 If the Fire Chief of a Providing Party determines that Emergency Resources will be dispatched, the Fire Chief of the Providing Party shall provide a minimum of 4 personnel for each type of equipment requested by the Requesting Party except for Command Officer, Fire Duty Officer vehicles which may have less than 4 personnel or other equipment that cannot accommodate 4 personnel.

## **6.0 CONTROL**

- 6.1 Subject to section 4.3, the Officer in Charge of the Requesting Party shall direct use of Emergency Resources assisting at the Emergency and, in the case of

Emergency Resources supplied by the Providing Party, shall give his or her directions to the Fire Chief or Officer in Charge of the Providing Party. If a Providing Party's Fire Chief is not available, and there is no Officer in Charge for the Providing Party present at the Fire Emergency, the Providing Party's senior member present at the Fire Emergency is deemed to be the Officer in Charge for the purposes of this Agreement.

## **7.0 RECALL**

7.1 Emergency Resources supplied by a Providing Party pursuant to this Agreement may be recalled at any time when the Fire Chief of the Providing Party has determined in his or her sole discretion that the Emergency Resources are required in the Providing Party's Area of Jurisdiction.

## **8.0 COST**

8.1 Subject to section 8.2, Emergency Resources supplied by a Providing Party under this Agreement shall be supplied at the expense of the Providing Party and that Party shall not demand reimbursement from the Requesting Party except as set forth in section 8.3 of this Agreement.

8.2 The Requesting Party will pay to the Responding Party, within 30 days of being invoiced, the fees for the Ancillary Equipment provided by the Responding Party in accordance with the fees set out in Schedule "A" attached to this Agreement, provided that fees for Ancillary Equipment shall be capped at five thousand (\$5,000) per incident.

## **9.0 WATER SUPPLY**

9.1 Whether or not responding to an Emergency, each Party to this Agreement shall have the use of the closest and available water supply, regardless of jurisdiction, if the factors of time, life and safety warrant.

## **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**

11.1 As soon as the Emergency Operations giving rise to the request for assistance have been brought under control, Emergency Resources supplied under this Agreement shall be released first before any of the Requesting Party's resources are released.

## **12.0 INDEMNITY**

12.1 The Requesting Party shall indemnify and hold harmless the Providing Party, its elected and appointed officers, employees, agents and servants, from and against any and all expenses up to an amount of \$10,000 incurred by the Providing Party as a consequence of paying to its insurer or insurers, a deductible or deductibles for insurance coverage related to the request for or provision of assistance pursuant to this Agreement. For clarity, this is an expense item and not an insurable item.

## **13.0 INSURANCE**

13.1 Each Party shall each 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 as specified in Schedule "B" to this Agreement, 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:

- (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.

13.2 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 as specified in Schedule "B" to this Agreement, inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

13.3 In the event that a Party proposes to withdraw from insurance coverage provided by the Municipal Insurance Association (MIA), the withdrawing Party shall provide the other Party with a minimum ninety (90) days' written notice of the proposed effective date of withdrawal from MIA so that the other Parties may either satisfy themselves, in their 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.

13.4 If any Party is not insured by the Municipal Insurance Association, then its insurance policy must name Nanaimo as an additional insured.

#### **14.0 EXTENSION REPRESENTATION AND WARRANTY**

14.1 Extension represents and warrants to the other Parties that it has received the consent of the Regional District of Nanaimo to enter into this Agreement.

#### **15.0 SCHEDULES**

15.1 The Schedules to this Agreement form part of this Agreement.

#### **16.0 TIME**

16.1 Time is to be of the essence of this Agreement.

#### **17.0 BINDING EFFECT**

17.1 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

#### **18.0 WAIVER**

18.1 The waiver by a Party or Parties of any failure on the part of another Party or Parties 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.

#### **19.0 ENTIRE AGREEMENT**

19.1 This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date of the agreement with respect to the subject matter of the agreement and supersede all prior agreements and undertakings among the parties with respect to the subject matter of the agreement and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement. For certainty, this Agreement does not affect prior agreements that the parties or any of them may have regarding services not contemplated under this Agreement.

#### **20.0 CUMULATIVE REMEDIES**

20.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.



## **21.0 HEADINGS**

21.1 Section and paragraph headings are inserted for identification purposes only and do not form a part of the Agreement.

## **22.0 LANGUAGE**

22.1 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.

## **23.0 AMENDMENT**

23.1 No amendment, waiver, termination or variation of the terms, conditions, warranties, covenants, agreements and undertakings set out herein will be of any force or effect unless they are reduced to writing and duly executed by all parties to this Agreement.

## **24.0 LAW APPLICABLE**

24.1 This Agreement shall be interpreted in accordance with and governed by the laws applicable in the Province of British Columbia.

## **25.0 COUNTER PART**

25.1 This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.

*Rest of Page Intentionally Left Blank. Signature Pages to Follow*

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

**CITY OF NANAIMO** by its )  
authorized signatories )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
\_\_\_\_\_)  
Corporate Officer )

**CRANBERRY IMPROVEMENT DISTRICT** )  
by its authorized signatories )  
 )  
\_\_\_\_\_)  
Print Name: )  
 )  
\_\_\_\_\_)  
Print Name: )

**MOUNTAIN IMPROVEMENT DISTRICT** )  
by its authorized signatories )  
 )  
\_\_\_\_\_)  
Print Name: )  
 )  
\_\_\_\_\_)  
Print Name: )

**DISTRICT OF LANTZVILLE** )  
by its authorized signatories )  
 )  
\_\_\_\_\_)  
Print Name: )  
 )  
\_\_\_\_\_)  
Print Name: )

**NORTH CEDAR IMPROVEMENT** )  
**DISTRICT** by its authorized signatories )  
 )  
\_\_\_\_\_)  
Print Name: )  
 )  
\_\_\_\_\_)  
Print Name: )

**EXTENSION AND DISTRICT VOLUNTEER** )  
**FIRE DEPARTMENT SOCIETY** )  
by its authorized signatories )  
 )  
\_\_\_\_\_)  
Print Name: )  
 )  
\_\_\_\_\_)  
Print Name: )

**SCHEDULE "A"**

**FEES**

All supplies to operate as required for incident at full cost recovery (up to \$5,000 per incident)

**SCHEDULE "B"**  
**INSURANCE LIMITS**

Section 13.1 - Comprehensive General Liability Insurance:

The City of Nanaimo: Fifteen Million (\$15,000,000) Dollars

The District of Lantzville: 10 Million (\$10,000,000) Dollars

Extension, Cranberry, Mountain and North Cedar Improvement Districts – 5 Million (\$5,000,000) each

Section 13.2 – Automobile Insurance

The City of Nanaimo: 10 Million (\$10,000,000) Dollars

The District of Lantzville: 10 Million (\$10,000,000) Dollars

Extension, Cranberry, Mountain and North Cedar Improvement Districts – 5 Million (\$5,000,000) Dollars each