



BYLAW NO. 346

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the Strathcona Regional District remains in force as a bylaw of the Strathcona Regional District until amended or repealed;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 Fighting 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 following adoption of this bylaw.

Citation

4. This bylaw may be cited for all purposes as Bylaw No. 346, being Cortes Island Fire Protection Service Agreement Authorization Bylaw 2019.

READ A FIRST TIME ON THE 28TH DAY OF FEBRUARY, 2019

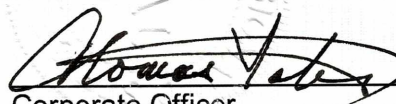
READ A SECOND TIME ON THE 28TH DAY OF FEBRUARY, 2019

READ A THIRD TIME ON THE 28TH DAY OF FEBRUARY, 2019

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 28TH DAY OF FEBRUARY, 2019



Chair



Corporate Officer

Appendix 'A'

CORTES ISLAND FIRE PROTECTION SERVICE AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2019.

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 fire protection service as described in Bylaw No. 1263, being South Cortes Island Fire Protection Services and Facilities Service Establishment Bylaw 1990.

“**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.

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 agrees 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; and
 - (c) the fire protection service will be operated to the standards recognized by the Exterior Firefighting British Columbia Fire Service Minimum Standards: Structure Firefighters Competency and Training Playbook.
 - (d) 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 the obligations herein set out.

SERVICE AREA

5.
 - (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, except as otherwise provided herein.
 - (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 outside of the service area provided that:
 - i) all funding received for use of apparatus and equipment provided by the Regional

- District shall accrue to the Regional District;
- ii) the standards of service provided to service recipients under this Agreement are not compromised as a result of such suppression activity; and
 - iii) the insurance requirements of this Agreement remain in effect throughout the duration of the suppression activity.
- (e) 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) rescue service (vehicle extrication, bank rescue, etc.);
 - ii) assistance to medical response and first responder services; and
 - iii) service boundary adjustments to include wharves and docks adjacent to current boundaries, and 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.

ACCOUNTING RECORDS

6. 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, 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.

FINANCIAL PLAN

7. a) The Association shall provide to the Regional District, not later than September 30 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

8.
 - 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 will be provided in installments in January, April, July and October each year.
 - 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

9.
 - 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

10.
 - 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

11. The Executive Committee of the Association shall:
 - a) 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;
 - b) meet with officials of the Regional District as required, and at least semi-annually, to discuss the provision of the fire protection service;
 - c) 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
 - d) 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.

INSURANCE

12.
 - 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 insurance renewal of 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

13. 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

14. 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.
15. 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 the Association 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.
16. At any time during the Term, either party may terminate this Agreement on six (6) months 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.

17. 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

18. 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

19. 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

20. 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

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

FURTHER AGREEMENTS

22. 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.
23. 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

24. 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.
25. 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

26. 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

27. 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

28. 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

29. 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.

The Corporate Seal of the STRATHCONA REGIONAL DISTRICT was hereunto affixed in the presence of:

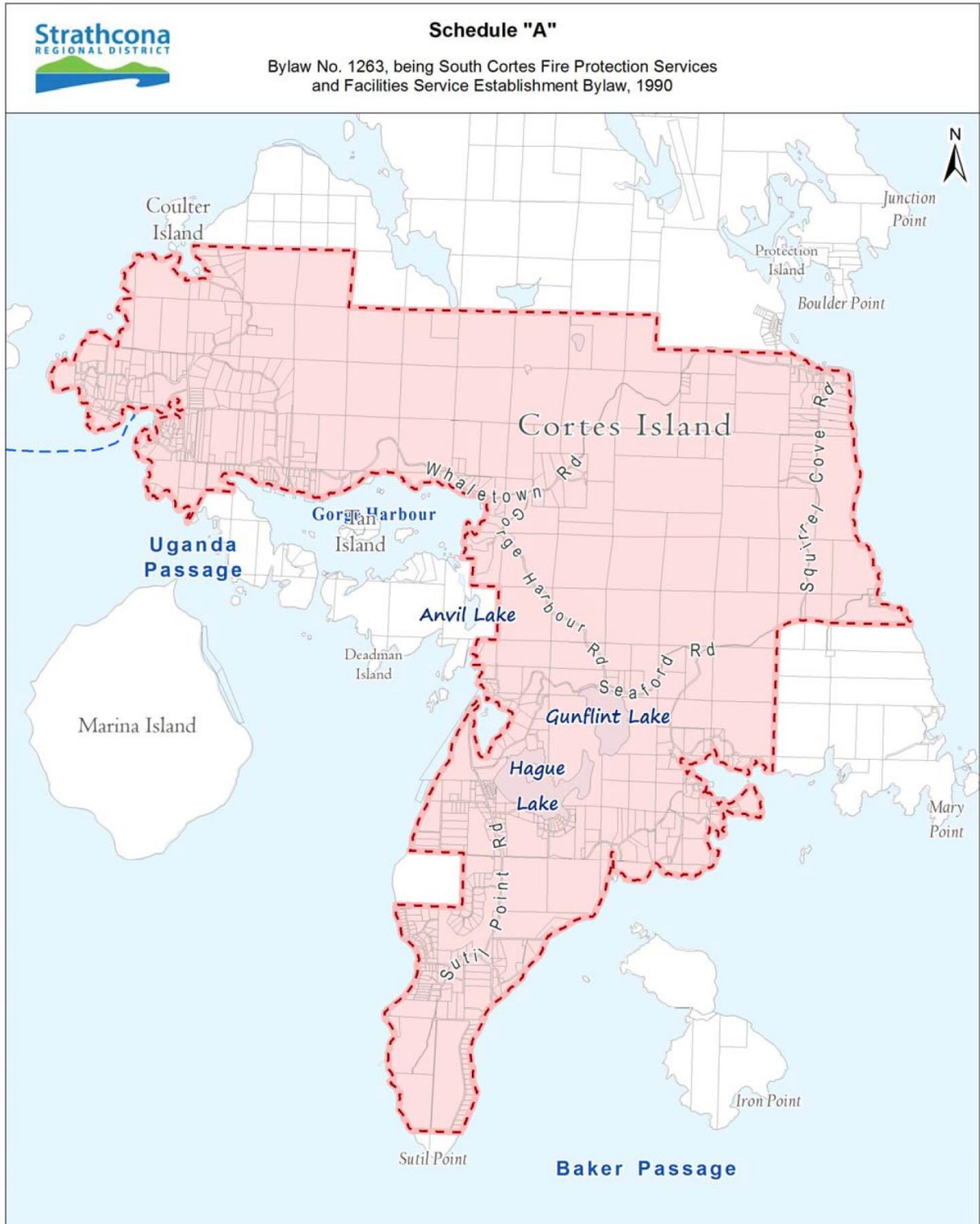
The Corporate Seal of the CORTES ISLAND FIRE FIGHTING ASSOCIATION (Inc. No. S-24570) was hereunto affixed in the presence of:

Chair

Corporate Officer

President

Secretary



Bylaw Revisions:
Bylaw 2645 – May 31, 2004

Nov. 02, 2017
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