

BYLAW NO. 478

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT FOR THE PROVISION OF ASSISTANCE RESPONSE SERVICES ON QUADRA ISLAND

WHEREAS the former Comox-Strathcona Regional District has, by Bylaw No. 1917, established a service to provide assistance in response to emergencies and other specified circumstances for a portion of Quadra 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the Strathcona Regional District remains in force as a bylaw of the Strathcona Regional District until amended or repealed;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 South Quadra Fire Protection District for the provision of the aforesaid assistance response 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 South Quadra Fire Protection District for the provision of assistance in response to emergencies and other specified circumstances.

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

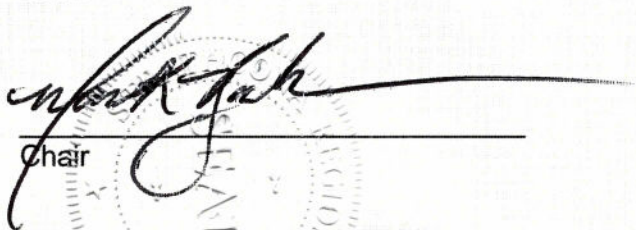
4. This bylaw may be cited for all purposes as Bylaw No. 478, being North Quadra Island Assistance Response Service Agreement Authorization Bylaw 2022.

READ A FIRST TIME ON THE 23RD DAY OF NOVEMBER, 2022

READ A SECOND TIME ON THE 23RD DAY OF NOVEMBER, 2022

READ A THIRD TIME ON THE 23RD DAY OF NOVEMBER, 2022

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 23RD DAY OF NOVEMBER, 2022



A handwritten signature in black ink, appearing to read 'Michael Gah', written over a horizontal line. A faint circular stamp is visible behind the signature.

Chair



A handwritten signature in black ink, appearing to read 'Thomas Gah', written over a horizontal line. A faint circular stamp is visible behind the signature.

Corporate Officer

Appendix 'A'

ASSISTANCE RESPONSE AGREEMENT

This Agreement is dated for reference the 1st day of January, 2023.

BETWEEN:

STRATHCONA REGIONAL DISTRICT

301 – 990 Cedar Street,
Campbell River, BC, V9W 7Z8

Telephone: (250) 830-6700

Facsimile: (250) 830-6710

e-mail: administration@srd.ca

(the "Regional District")
OF THE FIRST PART

AND:

SOUTH QUADRA FIRE PROTECTION DISTRICT

c/o Quadra Island Volunteer Fire Department
Box 80, Quathiaski Cove, B.C. V0P 1N0

Telephone: (250) 285-3262

Facsimile: (250) 285-3273

Email: c/o_quadrafd@gicable.com

(the "Fire District")
OF THE SECOND PART

WHEREAS the Regional District may, pursuant to s.263 of the *Local Government Act*, make agreements with a public authority regarding the operation of its services;

AND WHEREAS the Regional District has by Bylaw No. 1917, being "North Quadra Assistance Response Local Service Establishment Bylaw No. 1917, 1997" established a service to provide assistance response within a portion of Electoral Area C, being that portion of Quadra Island outside the Fire District's boundaries and shown outlined in heavy black on the map attached hereto as Schedule "A" (the "Response Assistance Area");

AND WHEREAS the Fire District has, by Bylaw No. 103 being the "Out of District Assistance Response Agreement", agreed to provide assistance response in emergency circumstances that may cause harm to persons or property, for the Response Assistance Area, subject to the terms and conditions found in this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

Service Defined

1. (a) The Fire District agrees to provide Assistance Response Services (hereinafter defined) to the Response Assistance Area in accordance with the terms of this Agreement.
- (b) "Assistance Response Services" is defined as services rendered at the scene of an emergency, including but not limited to:
 - i) basic rescue and extrication;
 - ii) basic hazardous materials emergency response;and includes all necessary staff and equipment to coordinate and carry out such services.
- (c) "Fire Chief" means the duly appointed fire chief or the delegated senior officer of the Quadra Island Volunteer Fire Department;
- (d) "Emergency Apparatus" includes all vehicles and equipment used to provide assistance response services.

Term

2. The term of this Agreement is for five (5) years, commencing on the 1st day of January, 2022 and ending on the 31st day of December 2026 (the "Term").

Payment

3. (a) The Regional District agrees to pay the sum of one dollar (\$1.00) per year, for the Assistance Response Services, payable at the beginning of each year. The first payment will be due on the date this Agreement is signed by both parties.
- (b) The Regional District agrees to reimburse the Fire District for increases to its premium for liability insurance coverage incurred as a direct consequence of agreeing to provide Assistance Response Services to the Regional District in accordance with this Agreement. This amount will be paid upon receipt of documentation from the Fire District's insurer, addressed to the Chief Financial Officer of the Regional District.

Termination

4. This Agreement is immediately terminated if the Fire District:
 - (a) is dissolved;
 - (b) becomes bankrupt;
 - (c) fails to maintain itself as prescribed by the *Local Government Act* of the Province of British Columbia;
5. At any time during the Term, either party may terminate this Agreement on providing sixty (60) days written notice to the other party, and upon the expiration of the sixtieth (60th) day from the date of receipt of such notice, this Agreement shall be immediately terminated;

Response Time

6. The Fire District agrees to provide the Assistance Response Services to the Regional District within a reasonable time in all the circumstances after receiving a request. The Fire District reserves the right to give priority to another request for Assistance Response Service which request appears to be more urgent, or which request may be responded to in less time, or for any other reason determined by the Fire Chief on behalf of the Fire District.

Non-Response

7. The Fire District shall not be required to respond to any request for the Assistance Response Service where its equipment or personnel are unavailable or inadequate for any reason or where the Fire Chief determines that responding to any request would place equipment or personnel at risk due to inclement weather, situation or violence, or for any other reason, including the unavailability of resources due to an emergency within the Fire District.

Indemnity

8. Each party to this Agreement shall indemnify and save harmless the other party against any and all claims, actions, causes of action, damages, losses, costs, charges or expenses which the party may incur, be threatened by, or be required to pay by reason of or arising out of the provision of the Assistance Response Services in the Response Assistance Area except where the party, or its officers, employees, servants or agents, has committed a negligent act or omission or willful misconduct in relation to the provision of the Assistance Response Services.

Employment Relationship

9. This Agreement shall in no way be interpreted as an employment relationship between the Regional District and the Fire District, its employees, servants, volunteers, agents, contractors or subcontractors. Should any issues arise between the Fire District and any of its employees, servants, volunteers, agents, contractors or subcontractors, such issues will be resolved directly between them and the Fire District.

Insurance

10. (a) Each party shall maintain liability insurance coverage.
(b) The Fire District shall maintain Workers Compensation coverage and other required coverage for the personnel of its fire department.
(c) The Fire District shall maintain insurance coverage of its emergency apparatus.

Waiver

11. 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.

Time of Essence

12. Time shall be the essence of this Agreement.

Severability

13. Should any part of this Agreement be declared or held invalid for any reason, such invalidity shall not affect the validity of the remainder, which shall continue in force and effect and be construed as if this Agreement has been executed without the invalid portion.

Further Assurance

14. The parties hereto shall execute and do all such further deeds, acts, things and assurances as may reasonably be required to carry out the intent of this Agreement.

Interpretation

15. Whenever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural, feminine, or body corporate where the context or the parties hereto require.

Enurement

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

Modification

17. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors and permitted assigns.

Headings

18. The headings to the sections of this Agreement have been inserted for convenience only and shall not affect the construction or interpretation hereof.

Notice

19. Notices, requests and demands required or permitted to be given hereunder shall be given in writing and may be delivered personally by hand or by commercial courier or mail or sent by facsimile transmission or by electronic data transfer (e-mail) to the parties at the addresses, facsimile numbers or e-mail addresses as follows:

To the Regional District:

STRATHCONA REGIONAL DISTRICT
301 – 990 Cedar Street,
Campbell River, BC, V9W 7Z8

Facsimile: (250) 830-6710
e-mail: administration@srd.ca

To the Fire District:

SOUTH QUADRA FIRE PROTECTION DISTRICT

c/o Quadra Island Volunteer Fire Department
Box 80, Quathiaski Cove, B.C. V0P 1N0

Facsimile: (250) 285-3273
Email: c/o quadrafd@gicable.com

All notices, requests and demands shall be deemed to have been received by email or facsimile on transmission; when mailed, on the seventh calendar day after being mailed; and when delivered, when actually received.

Counterparts

20. This Agreement may be executed in counterparts. The executed counterparts shall together constitute a fully executed agreement and facsimile copies, photocopies or portable document format (pdf) copies of signed counterparts shall be deemed to be originals of the signed counterparts.

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

STRATHCONA REGIONAL DISTRICT

by its authorized signatory(ies):

Chair

Dated

Corporate Officer

Dated

SOUTH QUADRA FIRE PROTECTION DISTRICT

by its authorized signatory(ies):

Chair

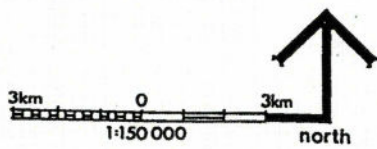
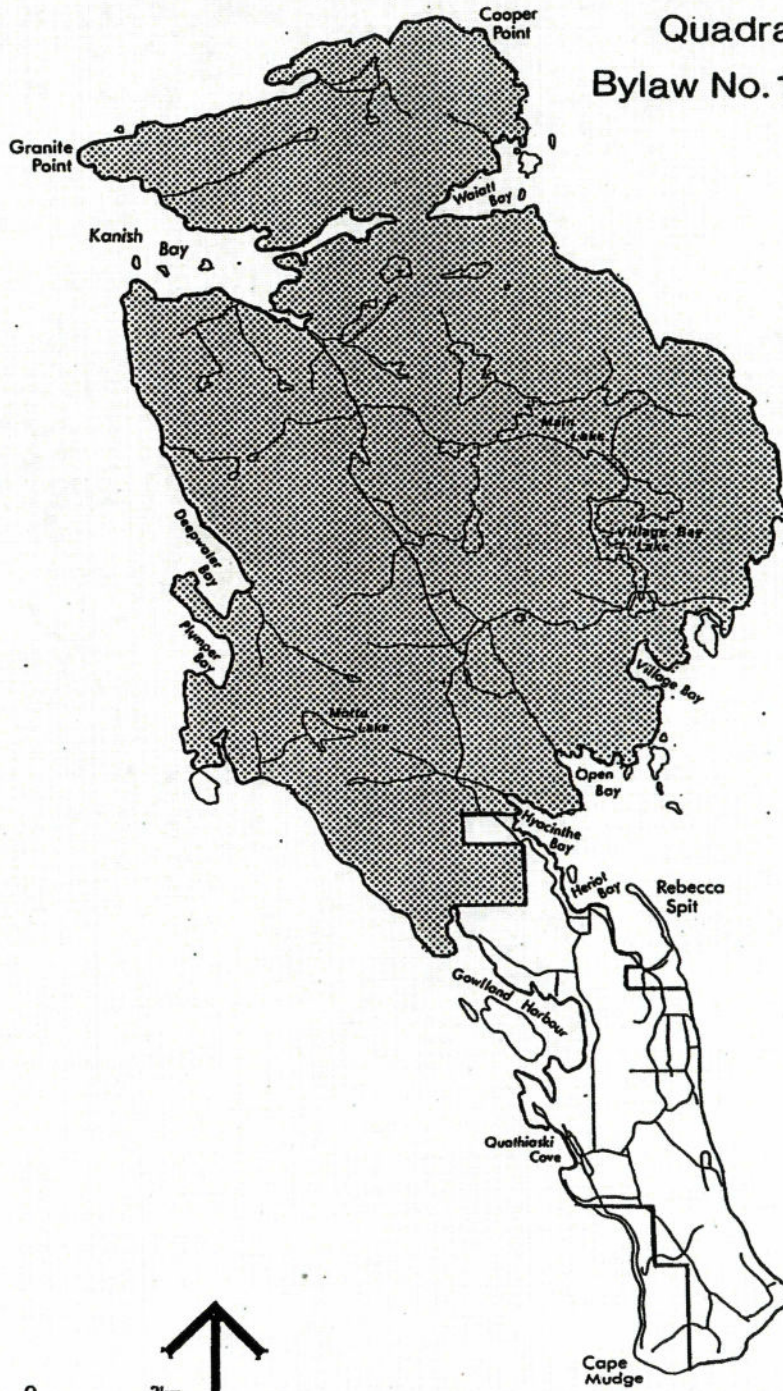
Dated

Corporate Officer

Dated

SCHEDULE 'A'
RESPONSE ASSISTANCE AREA

Quadra Island
Bylaw No.1917, 1997



Schedule A