

THIS AGREEMENT made the 1 st day of April, 2013.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of the Environment for the purposes of
the Parks Canada Agency and Gulf Islands National Park Reserve
("Parks Canada")

AND:

The Saturna Island Fire Protection Society
("Society")

(collectively the "**Parties**")

WHEREAS the Parties each have jurisdiction over certain parcels of land on Saturna Island; and

WHEREAS it is considered desirable for the Park and the Society to enter into an agreement to cooperate in the suppression of wildfires in the areas owned or under the jurisdiction of either of the Parties, such area as defined below as the Wildfire Cooperation Zone.

NOW THEREFORE, THIS AGREEMENT WITNESSES that for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**

- 1.1 "Wildfire" means an unplanned or unwanted natural or human caused fire burning in forest vegetation and includes, for the purposes of this agreement, all structures located within the boundaries of Gulf Islands National Park Reserve.
- 1.2 "Wildfire Cooperation Zone" means all of Saturna Island as indicated on the map attached as Appendix 1.
- 1.3 "Responsible Agency" or "Responsible Agency Officer" means the Party or an Officer of the Party which is responsible for the prevention, detection and suppression of wildfires on the lands where a wildfire occurs.
- 1.4 "Responding Agency" or "Responding Agency Officer" means the Party or an Officer of the Party which is involved in fighting a wildfire on lands where it is not responsible for the prevention, detection and suppression of wildfire.
- 1.5 "Incident Commander" means the individual responsible for the management of all incident operations at the incident site.
- 1.6 "Unified Command" means a unified team effort where the Responsible and Responding Agency Officers share the role of Incident Commander equally by establishing a common set of incident objectives and strategies. This is accomplished without either Party losing or abdicating their authority, responsibility or accountability.
- 1.7 "Actual Expenses" means costs incurred in fighting a wildfire for the use of the Society's personnel and equipment including damage to, or loss of, the following: vehicles, equipment,

including communications equipment, aircraft, materials and supplies including fire retardants. The BCFS Wildfire Suppression and Local Government Operational Guideline for rates will be used, where possible, to calculate the cost of the use of the listed items (Appendix 2).

2. **Availability of Emergency Equipment and Personnel**

- 2.1 The Responding Agency Officer shall have absolute discretion to decide whether or not equipment and personnel are available, and to determine the level of response available to assist the Responsible Agency.
- 2.2 The Responding Agency Officer shall have absolute discretion to recall its personnel and / or equipment to respond to a higher priority incident and will make every effort to inform the other Parties' Officer of this withdrawal.

3. **Wildfire Suppression Responsibilities**

- 3.1 All wildfire suppression actions taking place within the boundaries of the National Park Reserve shall be carried out in accordance with the *Canada National Parks Act* and regulations and the Parks Canada Fire Management Directive 2.4.4.
- 3.2 Where a wildfire is burning within the Wildfire Cooperation Zone, both agencies will cooperate to suppress it, subject to the terms and conditions of this Agreement.
- 3.3 When a fire is discovered within the Wildfire Cooperation Zone, the Party that discovers the fire will assume Incident Command, immediately take all suppression actions which it considers necessary and are within its abilities and are in accordance with this agreement, and will, as soon as possible, inform the other Party of the fire and all actions taken unless otherwise agreed to by the Officers of both agencies.
- 3.4 When a wildfire in the Wildfire Cooperation Zone is confined to the jurisdictional area of one Party, the following will apply:
 - (a) The Responsible Agency Officer shall assume, as soon as possible, the role of Incident Commander, unless otherwise agreed between the Officers of both agencies.
 - (b) When the Responsible Agency Officer requests continued assistance, Unified Command may be established.
- 3.5 When a wildfire in the Wildfire Cooperation Zone burns in, or has a reasonable probability of burning in, both jurisdictional areas, Unified Command will be established as soon as possible.

4. **Equipment**

All equipment and the maintenance of such equipment used by each Party for purposes of wildfire suppression within their jurisdiction or in the Wildfire Cooperation Zone, will be their own responsibility.

5. **Costs**

- 5.1 When the Society suppresses or assists in the suppression of a wildfire within the National Park Reserve boundaries, Parks Canada will, upon invoice, reimburse the Society for their actual expenses in respect of each wildfire up to an amount not exceeding \$10,000.00 in total.
- 5.2 If an Officer representing Parks Canada requests, in writing to the Responding Agency Officer to continue their support in fighting a wildfire beyond the \$10,000.00 limit, such a request assures the Responding Agency that its actual expenses will be fully reimbursed up to the limits set by the written request, but not more than \$50,000.00 where there is no specific amount stated. Verbal approval may be given by the responsible Parks Canada Manager during emergency situation, but must be followed up with subsequent written request within a timely manner.
- 5.3 When Parks Canada responds to a wildfire in the jurisdiction of the Society, it does so under the authority and responsibilities of the Wildland Fire Cooperation Agreement between the Government of Canada and the Province of British Columbia and costs will be recovered from the Province of BC in accordance with that agreement.
- 5.4 The Society may, on its own initiative, and without reimbursement, exceed the limitations outlined above.
- 5.5 After each wildfire that the Society suppresses, or assists in the suppression of, within the Parks Canada boundaries, the Society will issue an itemized billing showing the actual expenses in a form satisfactory to Parks Canada.
- 5.6 Any monies due and payable to the Responding Agency pursuant to this Agreement will be paid to the Responding Party within 60 days following submission of invoices based on this agreement. All invoices should be submitted before the 31st day of December in each year the wildfire occurred,

6. **Training and Plans**

- 6.1 Each Party will participate in a minimum of one annual joint training session to familiarize each other with equipment and discuss response protocols. Timing and organization of joint training sessions will be determined before the beginning of each fire season.
- 6.2 Area wildfire management plans for the Wildfire Cooperation Zone, or portions thereof, will be prepared through cooperation of the Responsible Officers of both Parties. Such plans will be completed by a date mutually agreed to by both agencies and will require the approval of each Party.

7. **Contacts**

Both agencies shall furnish current listings of Responsible Officers that have authority to call the other Party for assistance. These lists shall make up Appendix 3, and will be updated by both agencies before May 1st of each year.

8. **Amendment and Termination**

- 8.1 If, at any time during the period of this agreement, the Parties deem it necessary or expedient to make any alteration or addition to this agreement, they may do so by means of a written

agreement between the Parties which shall form part hereof.

- 8.2 This Agreement shall continue in effect until December 31, 2013 unless terminated by either Party. Either Party may terminate this Agreement by giving written notice to the other Party, except that, during the period May 1st through to October 31st, this Agreement may be terminated only by mutual agreement of both agencies.
- 8.3 Notwithstanding that this Agreement has been terminated, any monies still due and owing under this Agreement shall be paid by the Party owing such monies to the entitled Party.
- 8.4 The Responsible Agency Officers will meet annually to review all aspects of mutual cooperation under this Agreement. The annual review meeting will be held prior to May 1st.
- 8.5 Mutual cooperation and assistance between the two Parties in provisions not covered by this Agreement shall remain subject to requests and arrangements made from time to time as the need arises.

9. **Liabilities and Indemnification**

- 9.1 Parks Canada, its officers, agents and employees shall not be liable to the Society or any person for any injury or death of a person, or any direct, indirect, incidental, special or consequential or other damages or loss as a result, arising out of or related to, directly or indirectly, this Agreement or the activities under this Agreement, unless resulting from the negligence of an officer, agent or employee of Parks in the exercise of their duties.
- 9.2 The Society agrees to indemnify, defend and save harmless Parks Canada, its officers, agents and employees from and against any and all claims, damages, losses, costs and expenses and demands of any kind which they may at anytime incur or suffer as a result, arising out of or related to, directly or indirectly, the carrying out of this Agreement by the Society.
- 9.3 The Society, its officers, agents and employees shall not be liable to Parks Canada, or any person for any injury or death of a person, or any direct, indirect, incidental, special or consequential or other damages or loss as a result, arising out of or related to, directly or indirectly, this Agreement or the activities under this Agreement, unless resulting from the negligence of director officer, agent or employee or volunteer of the Society in the exercise of their duties.
- 9.4 Parks Canada agrees to indemnify, defend and save harmless the Society, its directors officers, agents employees and volunteers from and against any and all claims, damages, losses, costs and expenses and demands of any kind which they may at anytime incur or suffer as a result, arising out of or related to, directly or indirectly, the carrying out of this Agreement by Parks.
- 9.5 It is the responsibility of each Party to ensure that its personnel are trained and supervised in accordance with applicable standards and operational guidelines.
- 9.6 It is the responsibility of each Party to self-insure or provide adequate insurance coverage for their directors, officers, agents, employees and volunteers and, to provide worker's compensation for their directors, officers, agents employees and volunteers.

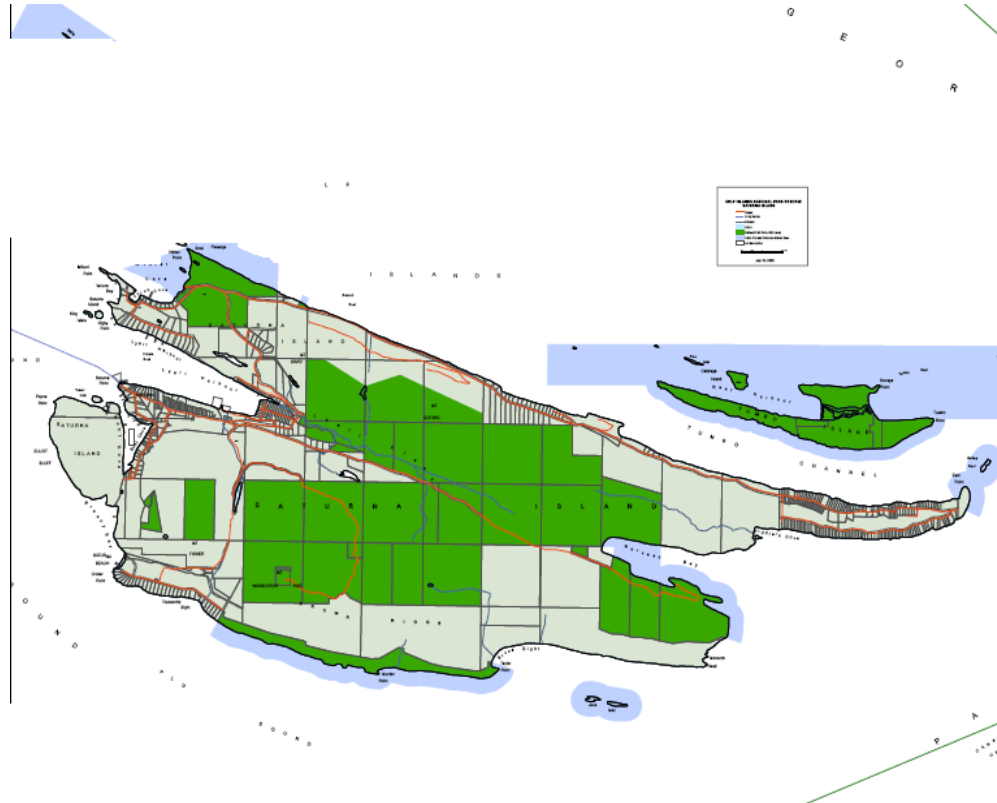
Helen Davies
Field Unit Superintendent
Parks Canada
Coastal BC Field Unit

Date

Bernhard Ziegler
President
Saturna Island Fire Protection Society

Date

Appendix 1.



Wildfire Cooperation Zone with Gulf Islands National Park Reserve lands shown in bright green.

Appendix 2.

From the BCFS Wildfire Suppression and Local Government Operational Guideline:

a) **Compensation:** Where approved in (5) above, compensation will be based on a flat rate for fire apparatus. The Current Rate per fire truck, including personnel and equipment on the truck is \$400.00/hour/truck. The minimum call rate per truck is one (1) hour, which includes a built in cleanup time of 1/2 hour. Where actual time of fire suppression exceeds 1 hour, an additional 1/2 hour for cleanup is a legitimate charge. The Fire Department will be compensated through submission of an itemized invoice to the Coastal Fire Centre.

Actual costs for personnel or equipment not conforming to the above section will be based on the rates paid by the BCFS Protection Branch.

