

THIS AGREEMENT made the 19 day of December 2016.

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 the Gulf Islands National Park Reserve
("Parks Canada")

AND:

Saturna Island Fire Protection Society (SIFPS)
("Society")

(collectively the "Parties")

WHEREAS:

- A. the Parties each have ownership or jurisdiction over certain parcels of land on Saturna Island; and
- B. both Parties have responsibility for the provision of emergency services within their respective jurisdictions; and
- C. both Parties have emergency response plans which specify preparedness, response and recovery for emergencies and disasters; and
- D. both parties recognize the benefits of mutual aid and assistance, are desirous of entering into a mutual aid and assistance agreement in the preparation for, response to, and recovery from emergencies or disasters in their respective jurisdictions.

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. "Emergency Response" means a response to a reported emergency incident and includes the following services: patient access, scene assessment, initial patient stabilisation, patient transport to another provider of care (e.g. BC Ambulance Service), and initiation of a search or technical rescue, all to be performed under authorization and training as given in Appendix 4.

Emergency Response encompasses the period of time from the initial emergency notification is received until the time the incident is terminated, until the responding agency withdraws from the incident, or until notification from the Responsible Agency that the Responding Agency's services are no longer required.

- 1.2. "Emergency Services" may include activities such as incident management, emergency first aid, search and rescue and evacuation procedures as an initial response to ground, freshwater, or in-shore based emergency incidents including vehicle accidents, injured persons, lost or stranded persons but not including wildfires.
- 1.3. "Emergency Services Cooperation Zone" means all of Saturna Island as indicated on the map

attached as Appendix 1.

- 1.4. "Extraordinary Expenses" means costs incurred by the Society, while legally on Parks Canada lands, in responding to an emergency incident that includes damage to, or loss of, the following: vehicles, equipment, communications equipment and materials and/or supplies.
- 1.5. "Incident Commander" means the individual responsible for the management of all incident operations at the incident site.
- 1.6. "Operational Expenses" means costs incurred in responding to an emergency incident for the use of the Society's personnel and equipment, materials and supplies.
- 1.7. "Responding Agency" or "Responding Agency Officer" means the Party or an Officer of the Party which is involved in responding to an emergency incident on lands where it is not responsible for the Emergency Response.
- 1.8. "Responsible Agency" or "Responsible Agency Officer" means the Party or an Officer of the Party that is responsible for Emergency Response on the lands where an emergency incident occurs.
- 1.9. "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.

2. Preparedness

- 2.1. Each party will provide a list of the emergency services that they are authorized to provide to the public including the appropriate certifying organization for each service. This list will be reviewed annually by each party to ensure the services offered are still valid.

3. Response

- 3.1. When a Responding Agency receives an emergency incident report within the Emergency Services Cooperation Zone, that Party shall immediately notify the Responsible Agency when the emergency incident is identified as a location within the other Agency's jurisdiction. The Responding Agency shall initiate a response to the incident in accordance with the Agency's guidelines and procedures for the incident, until such time as the Responsible Agency notifies the Responding Agency that the Responding Agency's services are not required.
- 3.2. The Responding Agency Officer will assume Incident Command, immediately take all actions that it considers necessary, and is within its authorization, and is in accordance with this agreement, and will, as soon as possible, inform the Responsible Agency of all actions taken, unless otherwise agreed upon by the Officers of both agencies. In the event that another emergency of higher priority develops, requiring reallocation of resources by either Party, every effort will be made to inform the other Party's Officer of the withdrawal. The Responding Agency Officer shall have absolute discretion to recall personnel or equipment to provide emergency services in the responding agency's jurisdiction.
- 3.3. The Responding Agency Officer shall fulfill the role of Incident Commander and shall have full

authority to determine an appropriate response considering the following constraints: Responsible Agency policies, availability of personnel and equipment, training and certification of available personnel and the occurrence of higher priority incidents.

- 3.4. Upon the arrival of a Responsible Agency Officer at the incident, Incident Command may be transferred to the Responsible Agency Officer, at the discretion of the Responsible Agency.
- 3.5. All emergency incident responses 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 supporting plans, policies, and directives.
- 3.6. The parties will share any and all information, required for the completion of the Society's report and/or the Parks Canada occurrence report.
- 3.7. Upon completion of an Emergency Response, under the terms of this agreement, a representatives from each party, will jointly conduct a post incident investigation, where the cause, response, and recommendations will all be jointly discussed and included within a Parks Canada incident report and a Saturna Island Fire Protection Society incident report.

4. Equipment

- 4.1. All equipment and the maintenance of such equipment used by each Party for purposes of emergency response will be their own responsibility.

5. Costs

- 5.1. Costs for incidents that are terminated within 10 minutes of initial notification shall be limited to operational expenses incurred by the Society prior to notification of incident termination by the Responsible Agency.
- 5.2. When the Society takes part in an Emergency Response under the terms of this agreement within the National Park Reserve boundaries, Parks Canada will, upon invoice, reimburse the Society for their operational expenses in respect of each incident up to an amount not exceeding \$8,000.00 in total, per annum. The costs associated with the operational expenses are identified within Appendix 2 – Equipment and Personnel Rates. The invoice will be subject to the review and approval of Parks Canada site superintendent or their designate. The total cost per annum and cost of services will be reviewed annually and may be adjusted by mutual agreement of the parties.
- 5.3. A minimum of \$1,000 per annum will be provided by Parks Canada to the Society for provision of services described under this Agreement. Any provision of services provided under this Agreement would be billed against this initial amount, while respecting other articles within this Agreement, including s5.2 above.
- 5.4. Where possible and appropriate and taking into account the frequency of services provided for under this Agreement, Parks Canada will consider increasing the minimum amount identified in s.5.3 to a maximum of \$3,000.
- 5.5. If extraordinary expenses are incurred during a Society response on Parks Canada lands, any potential reimbursement by Parks Canada will be negotiated by representatives of the Parties.
- 5.6. The Society may, on its own initiative, and without reimbursement, exceed the limitations

outlined above.

- 5.7. After each Emergency Response that the Society conducts within the Parks Canada boundaries, the Society will issue an itemized billing showing the actual expenses in a form satisfactory to Parks Canada. It is a joint responsibility of both Parties to maintain a current total of annual expenses to date.
- 5.8. Any monies due and payable to the Responding Agency pursuant to this Agreement will be paid on or before the 31st day of March in each fiscal year the emergency occurred.

6. Training and Plans

- 6.1. A joint training plan will be considered and developed, as appropriate, on an annual basis.

7. Contacts

- 7.1. Both agencies shall furnish current listings of Responsible Officers who can authorize the other Party to assist. These lists shall make up Appendix 3 – Contact List, 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 31st day of DEC, 2017 unless terminated through mutual agreement in writing of both Parties.
- 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 15th.
- 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 Canada 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.
- 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.

Signed this 19th day of December, 2016



Helen Davies
Field Unit Superintendent,
Parks Canada
Coastal BC Field Unit

Jan. 11/16

Date



Wayne Quinn
President
Saturna Island Fire Protection Society

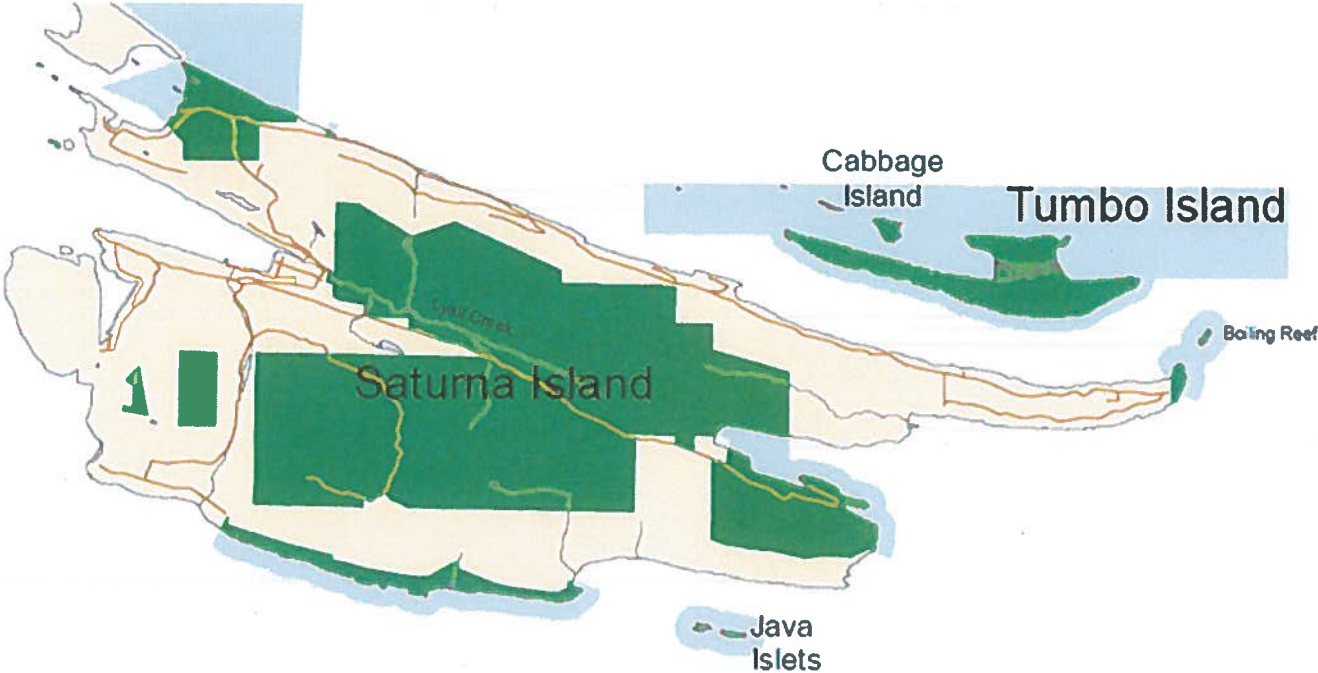
Dec 19th 2016

Date

Attachments

- Appendix 1 – Map of Emergency Service Cooperation Zone
- Appendix 2 – Equipment and Personnel Rates
- Appendix 3 – Contact List
- Appendix 4 – Local Area Services Authorized

APPENDIX 1. Map of the Wildfire Cooperation Zone. National Park Reserve properties indicated in 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.

Appendix #3 Rev-1-2013 -- Contact Lists

**Gulf Islands National Park Reserve of Canada
Contact list**

Sidney Operations Centre					
Website: www.pc.gc.ca/gulf. E-mail: gulf.islands@pc.gc.ca					
Address: 2220 Harbour Road, Sidney, BC, V8L 2P6					
Parks Canada 24hr Dispatch: 1-877-852-3100					
Parks Canada Repeater Radio Frequency: Rx:165.855MHz Tx: 167.820 Squelch Type: TPL TPL Freq: 229.1Hz					
General Enquiries: 250-654-4000					
Fax: 250- 654-4014					
Name		Title	Office	Cell	Call Sign
Nathan	Cardinal	Cultural Resource Management Advisor	250-654-4076	250-588-4797	Gulf 56
Cory	Cherriere	Asset Support Technician	250-654-4016	250-217-0837	Gulf 45
Adam	Egan	Asset Support Technician	250-654-4066	250-216-3647	Gulf 47
Sybilla	Helms	Resource Management Officer (Apr - Oct)	250-654-4073	250-217-8207	Gulf 54
Jay	Leopkey	Park Warden	250-654-4065	250-217-2448	Echo 95
Janet	Mercer	Ecologist Team Leader	250-654-4015	250-588-4719	Gulf 52
Todd	Shannon	Manager, Visitor Facilities and Assets	250-654-4007	250-208-4775	Gulf 41
Jay	Zakaluzny	Visitor Safety and Fire Coordinator (Apr - Oct)	250-654-4081	250-216-0844	Gulf 58

Saturna Field Office					
Address: 104 Harris Road, Box 88, Saturna Island, BC, V0N 2Y0, Fax: 250-539-3052					
Name		Title	Office	Cell	Call Sign
Scott	Giroux	El Montiroing and Restoration Officer	250-539-3564	250-217-5412	Gulf 57
David	Pemberton	Park Warden	250-539-3624	250-589-2774	Echo 94

Pender Field Office					
Address: Suite 5, 4301 Bedwell Harbour Road, Box 16, Pender island, BC, V0N 2M1, Fax: 250-629-6743					
Name		Title	Office	Cell	Call Sign
Richard	Lamy	Park Warden Supervisor	250-629-6415	250-588-4758	Echo 93

**Saturna Island Fire Rescue
Contact list**

Website:					
Email - Administration -					
Chief -					
Deputy Chief -					
Address:					
General Enquiries:					
Fax:					
Name		Title	Office	Cell	Call Sign
		Duty Officer			
		Fire Hall			
		Fire Hall			

Emergencies					
Call 911					
All Requests for Assistance					

