

# MEMORANDUM OF UNDERSTANDING

BETWEEN: **Capital Regional District ("CRD")** as represented by the **Southern Gulf Islands Emergency Management Commission ("SGIEMC")**

AND: **Saturna Island Fire Protection Society ("SIFPS")**

This memorandum between the CRD and the SIFPS sets out the full agreement regarding the SIFPS' provision of adequate storage and operational facilities to the CRD's Saturna Emergency Program ("SEP") and the CRD's payment to the SIFPS for same. These storage and operational facilities to be contained in SIFPS' proposed new Emergency Services Buildings ("ESBs") to be located near the southwest corner of Harris Road at Narvaez Bay Road ("ESB #1") and 646 Tumbo Channel Road ("ESB #2"), both on Saturna Island, British Columbia. The agreement is as follows:

## 1. Facilities

The following facilities are to be made available at the designated ESB for utilization by SEP during major emergencies and/or disasters, as well as reasonable training times not normally to exceed twelve (12) times per year:

### a) ESB #1

- i) Storage area approximately 9' x 5'
- ii) Common Use Facilities, in conjunction with the Fire Department:
  - multi-purpose room
  - radio room
  - washroom and shower facilities
  - kitchenette facility
  - parking area

### b) ESB #2

- i) Storage area in cupboards in the multi-purpose room
- ii) Common Facilities, in conjunction with the Fire Department:
  - multi-purpose room
  - communication facilities
  - washroom and shower facilities
  - parking area

In addition, SEP will also have the use of certain other parts of the ESB(s) for Emergency Planning, Exercising, Training and Response activities. The SEP may also at certain times utilize the ESB(s) for provision of food and shelter for victims, evacuees and/or workers, in response to an emergency incident. The CRD will indemnify the SIFPS for and against all lawsuits, damages, losses, costs and/or expenses which the SIFPS may incur by reason of the use of the premises by the CRD.

## 2. Financial Arrangement

a) In consideration of the SIFPS providing said facilities in accordance with the terms of this memorandum, the CRD hereby agrees to pay to the SIFPS the dollar amount as provided for following:

i) ESB #1

\$20,000.00 – upon commencement of construction of the structure under a valid building permit and receipt of written notice of same from the SIFPS

ii) ESB #2

\$10,000.00 – upon commencement of construction of the structure under a valid building permit and receipt of written notice of same from the SIFPS

In the event the SIFPS does not receive the final occupancy permit for the structure(s), within twenty-four (24) months of the CRD making payment for that structure(s), the CRD is free to cancel this memorandum in regard to that structure(s). In such case the CRD shall provide written notice of cancellation to the SIFPS and upon its receipt of said notice, the SIFPS shall forthwith refund to the CRD the full amount previously paid by the CRD in relation to that structure(s).

b) The foregoing payment(s) is the full payment(s) by the CRD for its access and utilization of the ESB(s) for twenty (20) year period(s) from the date of the payment(s). It is intended that for this memorandum to continue in effect beyond the expiration of the twenty (20) year period(s), as it relates to either or both of the ESBs, prior to that time(s) the CRD and the SIFPS shall meet and mutually agree upon the amount(s) of further payment(s) to be made by the CRD to the SIFPS; in the event they do not mutually agree, this memorandum shall be at an end and have no further effect as it relates to that structure(s).

c) In the event the SIFPS desires to cancel this memorandum as it pertains to either or both of the ESBs, it may do so by providing ninety (90) days written notice to the CRD as well as paying to the CRD the outstanding pro-rata amount of CRD's payment to the SIFPS related to that ESB. The outstanding pro-rata amount shall be

one twentieth (1/20) of the original amount paid by the CRD for that ESB(s) for each complete year remaining in the twenty (20) year period(s) provided in b) foregoing.

- d) In the event of failure to reimburse funds under section 2 (a) or 2 (c), the SIFPS agrees that the CRD will have the rights to transfer the required funds from the Saturna Island Fire Protection & Emergency Response Local Service Contribution budget to the Southern Gulf Islands Emergency Extended Service budget.

### 3. Dispute Resolution

The CRD and the SIFPS:

- a) if a breach of this Agreement occurs or is threatened, or if there is a disagreement as to the meaning of this Agreement, the CRD or SIFPS may give notice to the other party requiring a meeting of both parties within five (5) working days of receipt of the notice;
- b) all activities giving rise to a breach or threatening a breach of this Agreement, or giving rise to a disagreement as to the meaning of this Agreement, shall immediately cease upon receipt of the notice;
- c) the parties must attempt to resolve the matter, acting reasonably and in good faith, within ten (10) working days of the notice; and,
- d) if the parties are not able to resolve the matter within the time set out in section 3 (c), the parties may appoint a mutually acceptable person to mediate the matter, the cost of which shall be shared equally by all parties, and the parties must act reasonably and in good faith and cooperate with the mediator and with each other in an attempt to resolve the matter within twenty (20) working days after the mediator is appointed.

### 4. General

- a) The CRD shall provide all equipment and/or specific improvements related to the SEP's requirements and its utilization of the ESB(s), and shall be solely responsible for providing adequate insurance coverage of same.
- b) Telephone lines, cables and/or other services dedicated to the SEP shall be installed at the sole expense of the CRD.
- c) Arrangements for the SEP's use of any part of the ESBs shall be made through the Fire Chief, with adequate notice to be given.
- d) The SEP shall exercise reasonable care of the premises whenever utilizing either ESB and shall conduct appropriate cleaning forthwith upon completion of each function.


e) This memorandum shall continue to the successor(s) or heir(s) to the CRD and/or the SIFPS and shall bind them.

SIGNED at Saturna Island, British Columbia this 12<sup>th</sup> day of August, 2009.

Per:  \_\_\_\_\_

Robert Lapham

General Manager, Planning and Protective Services, CRD

Per:  \_\_\_\_\_

Lorne R. Bolton

President, Saturna Island Fire Protection Society