

**FIRST RESPONDER AND BC EMERGENCY HEALTH SERVICES COLLABORATION  
AGREEMENT**

**THIS COLLABORATION AGREEMENT** ("Collaboration Agreement") dated for reference the 2nd day of September, 2022 (the "Effective Date").

**BETWEEN:**

**British Columbia Emergency Health Services**, a body corporate duly incorporated by Act of the Legislature of British Columbia, and having its head office at 2261 Keating Cross Road, Saanichton, BC V8M 2A5

("BCEHS")

**AND:**

**Saturna Island Fire Protection Society** having a head office at **102 Harris Road, Saturna Island, V0N 2Y0**

(the "Local Government")

(together the "Parties" and each a "Party")

**WHEREAS:**

- A. The Parties recognize and acknowledge the important role that first responder agencies have fulfilled for many years in providing certain high quality emergency health services as part of the provincial emergency response system in British Columbia;
- B. BCEHS wishes to continue, strengthen and maintain a pro-active working relationship between BCEHS and the Local Government's EMR agencies as part of provincial emergency response system in British Columbia.
- C. The Local Government has operated and continues to operate Saturna Island Volunteer Fire Department and Saturna Island Rescue and has certain employees or volunteer members who are licensed as Emergency Medical Responders under the provisions of the *Emergency Medical Assistants Regulation*, B.C. Reg. 210/2010;
- D. This Collaboration Agreement recognizes the desire of both parties to ensure that patients receive quality emergency health services that put the needs of the patient first.
- E. To best serve patients in British Columbia, BCEHS established the Resource Allocation Plan for 911 emergency health services is intended to, among other things:
  - (i) provide for appropriate emergency medical responder services resource allocation within a clinical context;

- (ii) be medically-driven with a primary focus on patients;
- (iii) provide for the timely notification of other emergency services partners for their response consideration;
- (iv) ensure the Local Government is notified of any request for service normally offered (i.e. auto extrication, technical rescue, etc.); and
- (v) amended from time to time based on established standards and validated research.

F. Under the *Emergency Health Services Act* (British Columbia), BCEHS has the power and authority to: (*the following is purpose sect 5.1*)

- (i) provide emergency health services and ambulance services in British Columbia;
- (ii) provide such urgent health services and ancillary health services as BCEHS considers advisable, including in such locations in British Columbia as BCEHS considers advisable; and
- (iii) collaborate, to the extent BCEHS considers appropriate, with agencies, municipalities and other organizations and persons in the planning and coordination of:
  - a. the provision, in British Columbia, of provincially, regionally and locally integrated ambulance services, emergency health services, urgent health services and ancillary health services; and
  - b. the recruitment and training of emergency medical assistants and other persons to provide the services referred to in subparagraph (1); and
  - c. and no person may do anything that BCEHS is exclusively authorized to do under the Act except with the written consent of BCEHS, and on terms it may specify.

G. In conducting their respective activities under this Collaboration Agreement, without limiting BCEHS' statutory mandate, the Parties will work together in an open and collaborative manner to the benefit of patients in British Columbia and in accordance with the Act and subject to the principles set out in this Collaboration Agreement.

**NOW THEREFORE**, in consideration of the premises, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties agree as follows:

## 1. Definitions

- (a) "**Act**" means the *Emergency Health Services Act* (British Columbia);
- (b) "**Additional Services**" means emergency calls that fall outside the requirements of the Resource Allocation Plan or defined services in attached schedules that would not be covered by EMA FR duties;
- (c) "**Council**" means the governing body having authority of a Local Government that is a municipality, regional district, First Nation, society or community association;
- (d) "**EMA Licensing Board**" means the licensing board continued under the Act;
- (e) "**Emergency Health Services**" has the same meaning as in the Act;
- (f) "**Emergency Medical Assistant**" has the same meaning as in the Act and

Regulations;

- (g) **"EMA FR"** has the same meaning as in the Act and Regulations;
- (h) **"EMA FR Services"** means only those activities which an EMA (as defined in the Regulation) holding a license in the category EMA FR (as defined in the Regulation) is permitted to perform under the Regulation;
- (i) **"Emergency Medical Responder"** or EMR has the same meaning as in the Act and Regulations;
- (j) **"EMR Services"** means only those activities which an EMR (as defined in the Regulation) holding a license in the category of EMR (as defined in the Regulation) is permitted to perform under the Regulation;
- (k) **"First Responder"** means an individual who is licensed in British Columbia as an EMA (as defined in the Regulation) under any category of license in the Regulation;
- (l) **"FOIPPA"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
- (m) **"Local Government"** or **"Agency"** means the recognized body that governs the First Responder agency, which can include, but is not limited to Municipality, Regional District, First Nations, Society or Community Association.
- (n) **"Patient Transportation Services"** has meaning set out in section 5.3
- (o) **"Regulation"** means the Emergency Medical Assistants Regulation B.C. Reg. 210/2010; and
- (p) **"Resource Allocation Plan"** means the resource allocation plan prepared and amended from time to time by BCEHS that prescribes, among other things, the qualification, mode and attendance for a given 911 (or emergency) call.
- (q) **"Clinical Response Model" or "CRM"** means the dispatch prioritization system used by BCEHS that selects the most appropriate resources based on the type of 911 call received;

## 2. BCEHS Responsibilities

### 2.1. BCEHS:

- (a) will endeavor to continue and maintain a good working relationship with the Local Government with respect to the EMR Services;
- (b) will, as BCEHS considers appropriate, acting reasonably, take into consideration in its strategic planning process related to EMR Services any corresponding significant impact on emergency medical responder agencies;
- (c) will designate a contact person from within its agency who provides, and is knowledgeable concerning, the EMR Services. The contact person will serve as the primary point of contact for the Local Government with regard to this Collaboration Agreement (the **"BCEHS Program Manager"**); and
- (d) acknowledges and agrees that the Act governs the provision of EMR Services and EMA Licenses within the Province and that, in addition to its obligations under this Collaborative Agreement, BCEHS is obligated to comply with the Act and related

legislation and laws, as amended from time to time.

- 2.2. BCEHS will promptly provide to the Local Government Program Manager all directions, programs, policies and practices with which the Local Government is expected to comply under this Collaboration Agreement, including any amendments to existing directions, programs, policies and practices.

### 3. Local Government Responsibilities

#### 3.1. The Local Government:

- (a) will endeavor to continue and maintain a good working relationship with BCEHS;
- (b) will designate a contact person from within its agency who provides, and is knowledgeable concerning, the EMR Services. The contact person will serve as the primary point of contact for BCEHS with regard to this Collaboration Agreement (the "**Local Government Program Manager**");
- (c) acknowledges and agrees that the Act governs the provision of EMR Services and EMA Licenses within the Province and that, in addition to its obligations under this Collaboration Agreement, the Local Government is obligated to comply with the Act and related legislation and laws, as amended from time to time;
- (d) will continue to provide, and will cause its Emergency Medical Responders to provide, the EMR Services as and when requested by BCEHS within the overall framework of the British Columbia province-wide emergency services health care system as set out in, and in compliance with, the terms and conditions of this Collaboration Agreement;
- (e) in order to support the provision of high-quality care to patients, will, in the provision of EMR Services adhere, and cause its Emergency Medical Responders to adhere, to all reasonable directions, programs, policies and practices applicable to the Local Government or the EMR Services that are properly established from time to time by BCEHS provided that the Local Government receives reasonable advance written notice of the same; and
- (f) will adhere, and will cause its Emergency Medical Responders to adhere, to all reporting requirements with respect to the EMR Services that are established by BCEHS from time to time; and
- (g) will provide the BCAS dispatch service a communication about whether "EMR's are responding" or "EMR's are not responding" to all BCAS originating incidents down streamed to the Local Government or its designates dispatch center.

3.2. Unless otherwise expressly set out in this Collaboration Agreement, the Local Government will perform its obligations under this Collaboration Agreement at its own cost.

### 4. Consent & Acknowledgement

#### 4.1. BCEHS consents to the Local Government continuing to:

- (a) provide EMR Services in British Columbia through its Emergency Medical Responders; and
- (b) provide EMR training for its own personnel to provide EMR Services,

in each case subject to the terms and conditions contained in this Collaboration Agreement and the Act.

4.2. Notwithstanding that the Local Government's Emergency Medical Responders may hold a category of license that, under the Act and Regulation, qualify the Emergency Medical Responders to provide Emergency Health Services other than the EMR Services, no consent is provided by BCEHS under this Collaboration Agreement for the Local Government to provide, and the Local Government will not provide or allow its Emergency Medical Responders to provide, any Emergency Health Services except for the EMR Services as defined under the Act and Regulation, subject to provisions identified in section 4.3.

4.3. BCEHS acknowledges that in accordance with the Local Government Council direction as at the date of this Collaboration Agreement, the Local Government agrees to respond to EMR Services in the categories listed in section 1 of Schedule A and/or Schedule B attached hereto. Nothing in this Collaboration Agreement shall be interpreted to require the Local Government to respond and provide EMR Services that fall outside of the categories listed in section 1 of Schedule A and/or Schedule B. If at any time, including without limitation pursuant to section 6.2 of this Collaboration Agreement, BCEHS requests the Local Government to provide EMR Services outside of those listed in section 1 of Schedule A attached hereto, the parties will follow the procedure as set out in section 6 of Schedule A and/or Schedule B.

4.4. BCEHS acknowledges that the Local Government Council may from time to time, require the Local Government to limit or expand the categories of EMR Services to which the Local Government will respond. The Local Government will promptly notify BCEHS in writing of any such change in direction or policy. In the case of a limitation on the categories of EMR Services, within thirty (30) days of the notice to BCEHS, section 1 of Schedule A and/or Schedule B shall be deemed to be updated to reflect the limitation of EMR Services to which the Local Government agrees to respond and section 4.3 of this Collaboration Agreement shall apply in respect of such amended categories of EMR Services, *mutatis mutandis*. A proposed expansion of EMR Services by the Local Government will not be effective without the prior agreement of BCEHS.

4.5. If at any time, including, without limitation, pursuant to section 6.2 of this Agreement, BCEHS requests the Local Government to provide EMR Services that fall outside of those listed in Schedule A, BCEHS shall within thirty (30) days of receipt of the Local Government's invoice pay the Local Government at its standard rates as prescribed by bylaw for such services.

4.6. In case of extreme events (weather storms, fire events or natural disasters), Local Government responders may need to suspend service partly or completely, by providing notice from the Local Government representative with authority or their delegate. Notice will be provided to the relevant BCEHS dispatch operations center on duty manager.

## **5. Other Service Delivery Expectations and Obligations**

5.1. In addition to its obligations under section 3.1, the Local Government will comply and cause its Emergency Medical Responders to comply with the Resource Allocation Plan, as amended from time to time by BCEHS, in the provision of the EMR Services.

5.2. Unless permitted pursuant to section 5.4 and in an attached schedule or permitted pursuant to section 5.5 the Local Government will only provide, and will only permit its Emergency Medical Responders to provide, EMR Services at the request of BCEHS, such request to be made by BCEHS to the Local Government through BCEHS's Emergency Medical Dispatch System or such other system as expressly designated in writing by BCEHS from time to time for such purpose.

5.3. For clarity, the Local Government will not, and will not permit its EMR Responders to transport patients to whom the Local Government's Responders provide EMR Services, except in accordance with the terms of Schedule A. Part 2 – Patient Transportation Services, where mutual agreement on patient transportation in rural areas is applicable and attached to this Collaboration Agreement (such services referred to as “**Patient Transportation Services**”).

5.4. The Local Government may request that BCEHS consent to permit the Local Government's First Responders to respond to 911 or emergency calls that fall outside the requirements of the Resource Allocation Plan or to otherwise permit the Local Government to provide Emergency Health Services other than the EMR Services (such other services collectively referred to as “**Additional Services**”). BCEHS will have the right, in its sole and absolute discretion, to decide whether or not to agree to such a request. As a condition of BCEHS providing its approval, the parties shall mutually agree to the terms upon which the Local Government will provide such Additional Services which terms will be set out and approved in section 6 of Schedule A attached to this Collaboration Agreement on terms acceptable to BCEHS, setting out the Local Government's obligations with respect to the Additional Services. Without limiting the foregoing, if BCEHS agrees to permit the Local Government to perform any Additional Services, then:

- (a) the Local Government will:
  - (i) unless otherwise expressly agreed in section 6 of Schedule A attached to this Collaboration Agreement, assume and hereby assumes any and all legal and financial commitments and liability of whatsoever nature and kind associated with the provision by the Local Government or its First Responders of Additional Services; and
  - (ii) without limiting the obligations specifically set out in this Collaboration Agreement, comply with all directions, programs, policies and practices that are established from time to time by BCEHS with respect to the Additional Services and, unless such Additional Services are the subject of an attached Schedule to this Collaboration Agreement between the Local Government and BCEHS, with the applicable provisions of this Collaboration Agreement in the provision of any Additional Services;
- (b) All provisions of this Agreement and the attached schedules that apply to EMR Services and any other obligations of the Local Government or BCEHS which by their nature are intended to apply to the provision of Additional Services, will apply *mutatis mutandis* to the provision of the Additional Services as if they were EMR Services.

5.5. The Local Government may provide EMR Services without the prior request of BCEHS through the Emergency Medical Dispatch System (or other designated system) if a First Responder who is:

- (a) volunteer approved by the Local Government in the course of conducting volunteer duties assigned by the Local Government; or
- (b) employed by the Local Government and in the course of employment,

comes upon a person who, in the opinion of the Emergency Medical Responder, requires the immediate provision of EMR Services and the Local Government notifies BCEHS's Emergency

Medical Dispatch System without unreasonable delay.

## 6. Qualifications, Training & Competency Expectations

6.1. The Local Government will:

- (a) ensure that all of its Emergency Medical Responders:
  - (i) have and maintain an appropriate Emergency Medical Assistant license as issued by the EMA Licensing Board; and
  - (ii) comply with all applicable continuing competence requirements established by the EMA Licensing Board from time to time; and
- (b) only allow an Emergency Medical Responder to provide the EMR Services on behalf of the Local Government and to do so:
  - (i) in accordance with BCEHS directions, programs, policies and practices; and
  - (ii) only for EMR Services for which the Emergency Medical Responder is trained and licensed and holds a proper license endorsement under the Regulation.

6.2. In addition to complying with applicable medical oversight programs with which the Local Government is required to comply under this Collaboration Agreement, in providing the EMR Services the Local Government will require its Emergency Medical Responders to accept direction from any Emergency Medical Assistant employed by BCEHS (the "**BCEHS Emergency Medical Assistant**") who has been dispatched by the British Columbia Ambulance Service to the scene of a medical emergency when:

- (a) both an Emergency Medical Responder and the BCEHS Emergency Medical Assistant are in attendance;
- (b) the direction provided by the BCEHS Emergency Medical Assistant is directly related to the provision of the EMR Services; and
- (c) the direction provided by the BCEHS Emergency Medical Assistant does not require the Emergency Medical Responder to provide any EMR Services for which the Emergency Medical Responder is not licensed or does not hold a proper license endorsement under the Regulation;

except that Emergency Medical Responders may, at their discretion, accept direction or assistance from an off-duty BCEHS Emergency Medical Assistant if the Emergency Medical Responder believes that the direction is in the best interests of the patient.

## 7. Medical Oversight

7.1. BCEHS has established and may establish additional indirect and direct medical oversight programs as BCEHS considers appropriate (including as to the nature, scope and terms of those programs) with the intention of furthering the delivery of high quality EMR Services for the patients of British Columbia.

7.2. Such medical oversight programs may include indirect medical oversight as BCEHS may from time to time consider appropriate, including certain medical policies, standards and protocols established by BCEHS to, among other things, facilitate effective deployment of resources, evidence-based decision making and/or to further research and system improvements.

7.3. The Local Government will at all times operate under a medical oversight program delivered

by BCEHS or a third-party medical oversight program approved by BCEHS and agreed upon in writing in section 2 of Schedule A by the parties to ensure that the Local Government's Emergency Medical Responders have appropriate access to direct medical oversight in the provision of the EMR Services. BCEHS shall provide the Local Government with written notice and written particulars of any new proposed medical oversight program and shall afford the Local Government a reasonable period of time (but not less than thirty (30) days) to review and accept the proposed medical oversight program or advise BCEHS if it requires more information or changes to the proposed medical oversight program. Neither the Local Government's consent to the proposed medical oversight program, nor BCEHS' consent to make reasonable changes to the proposed medical oversight program (as may be requested by the Local Government) shall be unreasonably withheld or delayed. Nothing in this agreement shall be interpreted so as to require the Local Government to operate under a medical oversight program in respect of which the Local Government has not agreed to accept in writing.

7.4. Where BCEHS provides medical oversight program to the Local Government or its Emergency Medical Responders, the Local Government will reimburse BCEHS for the actual cost of providing such medical oversight program if requested by BCEHS.

7.5 The Local Government acknowledges that medical oversight program(s) may vary by geographic area and between different types of First Responder Agencies. Where specific medical oversight programs apply to only certain First Responder Agencies, BCEHS will notify the Local Government Program Manager of specific medical oversight and provide the relevant details to ensure compliance.

## **8. Medical Supplies**

8.1. The Local Government acknowledges that, unless otherwise agreed in section 3 of Schedule A between BCEHS and the Local Government, the Local Government will be responsible for the provision of all medical supplies required by the Local Government for the provision of the EMR Services.

Notwithstanding the foregoing, the Local Government acknowledges and agrees that BCEHS will determine the type and level of medical supplies that will be provided by BCEHS.

## **9. Quality Improvement**

9.1. At the reasonable request of and at the cost of BCEHS, the Local Government will

- (a) cause one or more of its EMA Responders to participate in any quality improvement or audit programs with respect to the EMR Services that BCEHS may implement from time to time; and
- (b) participate in any complaints and complaints resolution program(s) that BCEHS may implement from time to time.

9.2. Where the medical oversight program in force in respect of the EMR Services is an approved third-party medical oversight program, the third party must comply with any quality improvement or audit requirements requested from time to time by BCEHS at the cost to BCEHS.

9.3 If BCEHS is providing the approved medical oversight program to the Local Government, the Local Government must comply with any quality improvement or audit requirements requested from BCEHS. BCEHS will assume responsibility for any reasonable costs associated to any such



request.

9.4 Both parties recognize that in the event that a formal patient safety review is initiated due to any incidents that the FR Agency participated, the Emergency Medical Responders may be required to participate as healthcare providers. Formal patient safety reviews may be protected under Section 51 of the BC Evidence Act.

## **10. Infection Control**

10.1. BCEHS may from time to time establish one or more infection prevention and control program applicable to the EMR Services. The Local Government will, and will cause its Emergency Medical Responders to, implement and undertake any infection prevention and/or control programs established by BCEHS related to, or to be followed in the performance of, the EMR Services.

## **11. Patient Records & Information**

11.1. The Local Government will continue to create, maintain, and provide to BCEHS patient medical records related to the provision of the EMR Services in accordance with the FOIPPA and the Act.

11.2. The Local Government acknowledges that it is a "service provider" for BCEHS as defined in FOIPPA and it is subject to the provisions of FOIPPA as applicable to the personal information and records shared pursuant to this Collaboration Agreement.

## **12. Indemnity**

12.1. To the extent that the Local Government is not indemnified under a valid and collectible policy of insurance, BCEHS will indemnify and save harmless the Local Government against and from all claims which may be brought or made by any person (other than the Local Government or its Emergency Medical Responders) against the Local Government and its Emergency Medical Responders as a consequence of providing the EMR Services in British Columbia in accordance with this Collaboration Agreement, and whether sustained or incurred by reason of negligence or default, including reasonable legal fees and disbursements in connection therewith.

12.2. Notwithstanding section 12.1, BCEHS will not indemnify or save harmless the Local Government or any Emergency Medical Responder against claims which are the result of:

- (a) the gross negligence or willful, wanton or reckless conduct of the Local Government or the First Responder in providing the EMR Services;
- (b) an Emergency Medical Responder providing EMR Services for which they are neither licensed nor hold a proper license endorsement under the Regulation;
- (c) an Emergency Medical Responder traveling to or from a location for the purposes of providing the EMR Services;
- (d) an Emergency Medical Responder sustaining bodily injury or death as a result of providing the EMR Services;
- (e) the Local Government or an Emergency Medical Responder failing to comply with the terms of this Collaboration Agreement, and all relevant privacy legislation and applicable health authorities privacy policies; or
- (f) the Local Government or an Emergency Medical Responder providing Additional

Services or Patient Transportation Services unless specified in Schedule A and/or Schedule B attached.

### **13. Defence Procedures of an Indemnity Claim**

13.1 For the purpose of this Section 13:

- (a) "Action" means any action in which a Claim is brought, made or advanced against the Local Government;
- (b) "Claim" means any Claim contemplated by Section 13.1;
- (c) "Judgment" means an award of damages or other monetary compensation made in an Action which the Local Government is ordered to pay by any court having proper jurisdiction, as a result of any Claim brought made or advanced against the Local Government; and
- (d) "Settlement" means an agreement to compromise a Claim or an Action.

13.2 Upon the Local Government becoming aware of any pending or threatened Claim or Action, written notice must be given by or on behalf of the Local Government to BCEHS within ten business days.

13.3 BCEHS will investigate each Action or Claim as BCEHS considers necessary and will pay the costs of any investigation.

13.4 If BCEHS has reasonable grounds for believing that any of the circumstances described in Section 12.2 applies to the Action, BCEHS may refuse to defend the Action. Such refusal will not relieve BCEHS from its obligations to indemnify the Local Government if it is subsequently determined that Section 12.2 does not apply to the Action.

13.5 If BCEHS obtains the written consent of the Local Government (which the Local Government agrees not to unreasonably withhold or delay), BCEHS may make a Settlement, provided that the Local Government or its Emergency Medical Responders will not be required as part of the Settlement to admit liability.

13.6 If the Local Government fails to give consent to the terms of a proposed Settlement under Section 13.5, BCEHS may require the Local Government to negotiate or defend the Action independently of the BCEHS. In this case, any amount in excess of the Settlement negotiated by BCEHS will not be recoverable under this indemnity, and BCEHS will only be responsible for legal fees and costs up to the time when the Settlement could have been made.

13.7 In respect of any claim or action which is founded upon any of the acts specified in Section 12.2, the Local Government will defend or negotiate a settlement and pay any compensation or other payment under any such settlement or any judgment.

### **14. Term and Termination**

14.1 This Collaboration Agreement will continue for a term of one year from the Effective Date unless it is earlier terminated in accordance with this section 14. Upon the expiration of the term,

this Collaboration Agreement will automatically renew for successive one-year periods unless it is earlier terminated in accordance with this section 14.

14.2. Either party may terminate this Collaboration Agreement immediately on giving written notice of termination to the other party of such other party's failure to comply with the Act, the Regulation or other applicable laws and regulations.

14.3. If either party commits a breach of this Collaboration Agreement, other than a breach under section 14.2, the other party may give written notice to the defaulting party (the "**Defaulting Party**") specifying the breach and directing its rectification in the period specified in the notice (being a period of not less than thirty (30) days from the date of service of the notice). If the Defaulting Party fails to rectify the breach within the period specified in such notice, the non-defaulting party may immediately terminate this Collaboration Agreement on written notice to the Defaulting Party.

14.4. Either Party may terminate this Collaboration Agreement for any reason on giving 30 days' written notice of termination to the other Party.

## **15. Prior Agreement.**

15.1. Effective as of the Effective Date, this Collaboration Agreement supersedes and replaces any agreements between BCEHS (or its predecessor, the Emergency Health Services Commission) and the Local Government (the "**Prior Agreement**"). For clarity, the Prior Agreement will survive with respect to any activities undertaken by the Local Government from the commencement of the Prior Agreement up to the Effective Date of this Collaboration Agreement.

## **16. Collaboration Agreement Schedules**

16.1. This Collaboration Agreement is supplemented by attached Schedules that define specific FR services and associated service requirements and/or responsibilities.

## **17. Notices**

17.1. Any written communication must be mailed by registered mail or personally delivered to the following address:

if to BCEHS:

First Responder Program  
British Columbia Emergency Health Services  
150 – 2955 Virtual Way  
Vancouver BC V5M 4X3

if to the Local Government:

Name: Ron Monk  
Title: Vice President  
Address: PO Box 168, 102 Harris Rd  
Saturna, BC V0N 2Y0

17.2. Any written communication from a Party will be deemed to have been received by the other Party on the fifth business day after mailing in British Columbia or on the date of personal delivery if personally delivered.

17.3. Any Party may, from time to time, notify the other Party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of section 16.1 of this Collaboration Agreement, be deemed to be the mailing address of the Party giving notice.

17.4. Notwithstanding sections 16.1 to 16.3, any notice to be provided to the Local Government Program Manager under this Collaboration Agreement may be provided to the contact address last provided by the Local Government for that Local Government Program Manager and may be given by e-mail, personal delivery, facsimile or mail.

## **18. Interpretation**

18.1. The headings appearing in this Collaboration Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Collaboration Agreement.

18.2. Any reference to a statute or regulation in this Collaboration Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and any statute or regulation that may be passed which has the effect of supplementary or superseding such statute or regulation.

18.3. In this Collaboration Agreement, wherever the singular or neuter is used it will be construed as if the plural or masculine or feminine, as the case may be, had been used where the context so requires.

## **19. Assignment, Waiver and Amendment**

19.1. The Local Government will not assign, directly or indirectly, this Collaboration Agreement or any right under this Collaboration Agreement nor will it sub-contract the provision of the EMR Services. BCEHS may assign this Collaboration Agreement in its discretion.

19.2. This Collaboration Agreement will ensure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

19.3. No term or condition of this Collaboration Agreement and no breach by the Local Government or BCEHS of any such term or condition will be deemed to have been waived unless such waiver is in writing.

19.4. The written waiver by one party of any breach by the other party of any term or condition of this Collaboration Agreement will not be deemed to be a waiver of any other provision or any

subsequent breach of the same or any other provision of this Collaboration Agreement.

19.5. No amendment or modification to this Collaboration Agreement will be effective unless it is in writing and duly executed by the Parties.

## **20. General**

20.1. This Collaboration Agreement does not operate as a permit, license, approval or other statutory authority which the Local Government may be required to obtain from the Province of British Columbia or any of its agencies in order to provide the EMR Services.

20.2. Nothing in this Collaboration Agreement is to be construed as interfering with the exercise by BCEHS, the Province of British Columbia, the Local Government or their respective agencies of any statutory power or duty.

20.3. No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Collaboration Agreement or any actions of the Parties pursuant to this Collaboration Agreement.

20.4 Neither party shall in any manner whatsoever commit or purport to commit the other party to the payment of money to any person, firm or corporation.

20.5. The provisions of this Collaboration Agreement which by their nature are intended to survive, including any indemnities, will survive any expiration or sooner termination of this Collaboration Agreement.

20.6. This Collaboration Agreement is governed by and to be construed in accordance with the laws of the Province of British Columbia.

20.7. If any provision of this Collaboration Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Collaboration Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby, and will be enforceable to the extent permitted by law.

20.8. Each of the Parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Collaboration Agreement.

20.9. Time is of the essence in this Collaboration Agreement.

20.10. This Collaboration Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Collaboration Agreement.

20.11. This Collaboration Agreement may be executed in counterparts, which when taken together will constitute one and the same Collaboration Agreement. This Collaboration Agreement may be executed by the exchange of signed counterparts by facsimile transmission or electronically in PDF or similar secure format.

IN WITNESS WHEREOF the Parties hereto have executed this Collaboration Agreement the day and year first written.

**BC EMERGENCY HEALTH SERVICES**

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

Authorized Signatory

Name: Neil Lilley

Title: Chief Operating Officer

Type text here

**Saturna Island Fire Protection Society**

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

Authorized Signatory (Corporate Officer of the Local Government or Agency)

Name: Ron Monk

Title: Vice President