

**THIS AGREEMENT**, dated as of the 1<sup>st</sup> day of January, 2025.

**BETWEEN:**

**COWICHAN VALLEY REGIONAL DISTRICT**, a duly incorporated regional district under the laws of the Province of British Columbia, having an office at 175 Ingram Street, Duncan, British Columbia V9L 1N8

(hereinafter called the "**CVRD**")

**AND:**

**CAPITAL REGIONAL DISTRICT**, a duly incorporated regional district under the laws of the Province of British Columbia, having an office at 625 Fisgard Street, PO Box 1000, Victoria, British Columbia V8W 2S6

(hereinafter called the "**CRD**")

**WHEREAS:**

- A. A regional district may make agreements with other local governments respecting the undertaking, provision and operation of activities, works and services, and may exercise such powers outside the boundaries of the regional district;
- B. The CVRD has established the CVRD Service Area for the purposes of providing fire protection services in a portion of the CVRD's Electoral Area A pursuant to Bylaw No. 2414, and has established, pursuant to Bylaw No. 2084, the Malahat Volunteer Fire Department to provide such service;
- C. The CRD, pursuant to Bylaw No. 2731, has established the CRD Service Area for the provision of fire prevention and suppression services and attendance at automobile accidents, which CRD Service Area is proximate to the borders of the CVRD Service Area;
- D. the CRD wishes to contract for, and the CVRD has agreed to provide, the Services to the CRD Service Area;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the premises and the covenants and undertakings herein contained, the Parties agree as follows:

**1.0 DEFINITIONS AND INTERPRETATION**

**Definitions**

- 1.1 In this Agreement, including in the recitals hereto, the following capitalized terms shall have the following respective meanings:
  - (a) "**Agreement**" means this agreement, including all schedules hereto, and all additions or amendments made to it from time to time by written agreement of the Parties;

- (b) **“Annual Service Fee”** means the amount to be paid to the CVRD by the CRD in consideration of the provision of the Services, in accordance with Article 6.0;
- (c) **“Bylaw No. 2084”** means *CVRD Bylaw No. 2084 – Malahat Volunteer Fire Department Bylaw, 2000*;
- (d) **“Bylaw No. 2414”** means *CVRD Bylaw No. 2414 – Malahat Fire Protection Service Establishment Bylaw 2003* which converted the specified service area created under the CVRD’s *Malahat Fire Protection Specified Area By-law No. 323, 1977* to a local service;
- (e) **“Bylaw No. 2731”** means the CRD’s *Malahat Fire Protection Local Service Establishment Bylaw No. 1, 1999*;
- (f) **“BCEHS”** means BC Emergency Health Services, including BC Ambulance Service;
- (g) **“Business Day”** means any day other than a Saturday, Sunday or holiday, as the latter is defined in the *Interpretation Act*, R.S.B.C., 1996, c. 238;
- (h) **“Claims”** means all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, or disbursements, including reasonable legal fees, of any kind or nature whatsoever;
- (i) **“Converted Assessed Value”** means the converted value, as determined under Schedule B, of the sum of the assessed value under the *Assessment Act* (British Columbia) in the previous calendar year, of all lands and improvements in the respective service area taxed by their respective regional district according to the authenticated assessment role produced by BC Assessment;
- (j) **“CRD Service Area”** means the service area established by the CRD for the provision of fire and emergency services in a portion of Electoral Area A pursuant to Bylaw No. 2731;
- (k) **“CVRD Service Area”** means the local service area established by the CRD pursuant to Bylaw No. 2414;
- (l) **“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165;
- (m) **“Fire Chief”** means the individual appointed by the CVRD to be the fire chief of the Fire Department or his or her designate;
- (n) **“Fire Department”** means Malahat Volunteer Fire Department operated by the CVRD;
- (o) **“Fire Services Bylaw”** means *CRD Bylaw No. 2731 Malahat Fire Protection and Emergency Response Service Establishment Bylaw No. 1, 1999*;

- (p) **"Incident"** means an event or situation to which the Fire Department has been dispatched;
- (q) **"Local Government Act"** means the *Local Government Act*, R.S.B.C. 2015, c. 1;
- (r) **"Mutual Aid Agreement"** means the Cowichan Valley Fire Department Regional Mutual Aid Agreement dated as of 5 June 2020, made between the CVRD, Cowichan Bay Improvement District, the District of North Cowichan, the City of Duncan, the Mill Bay Fire Protection District, the Shawnigan Lake Improvement District, the Thetis Island Improvement District, the Town of Ladysmith, and the Town of Lake Cowichan;
- (s) **"Parties"** means the CRD and the CVRD, including their respective successors and permitted assigns, and **"Party"** means any one of them;
- (t) **"Provincial Training Standards"** means the minimum mandatory training requirements for fire services personnel established from time to time by the Fire Commissioner pursuant to the *Fire Services Act* or any successor legislation;
- (u) **"Services"** means and includes only the Services described in Schedule A; and
- (v) **"Term"** means the term of this Agreement as provided for under section 2.1.

## Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (b) the term "personal information" as used in section 3.8 means personal information as defined in FIPPA;
- (c) except as otherwise expressly provided, all references to currency mean Canadian currency;
- (d) words in the singular include the plural and words importing a corporate entity include individuals and vice-versa;
- (e) reference in this Agreement to an enactment is a reference to an enactment as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, and includes a reference to an enactment of either Party;
- (f) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and

- (g) headings used herein and the division of this Agreement into Articles, sections subsections, paragraphs and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **Schedules**

- 1.3 The following schedules are hereby incorporated into and form part of this Agreement:

Schedule A: Services.

Schedule B: Converted Assessed Value Classes.

## **2.0 TERM**

- 2.1 This Agreement is for a term commencing on the 1<sup>st</sup> day of January 2025 and continuing until 31 December 2029 (the "Term").

## **3.0 SERVICES**

- 3.1 The CRD hereby engages the CVRD to provide the Services, as more particularly described in Schedule A, within the CRD Service Area, and the CVRD agrees to provide the Services on the terms and subject to the conditions of this Agreement.
- 3.2 The Services will be provided using the fire protection equipment and personnel available to the Fire Department, in substantially the same manner and to the same extent, as if the CRD Service Area was located within the boundaries of the CVRD Service Area (including, without limitation, the level of service established by the CVRD for the Fire Department under and in accordance with the Provincial Training Standards), subject only to travel distances. Emergency responses will be provided by the Fire Department on a 24-hour a day, seven day per week basis.
- 3.3 In providing the Services within the CRD Service Area, the Fire Department, the Fire Chief, the Officers and members are authorized by the CRD to exercise the emergency and non-emergency powers and authority granted to the Fire Department, Fire Chief, Officers and members under the Fire Services Bylaw.
- 3.4 The Fire Chief has the discretion to determine the number of Fire Department personnel and the apparatus and equipment that are required to be deployed in response to an Incident within the CRD Service Area.
- 3.5 The Fire Chief has sole discretion to determine how the Department's personnel and apparatus will be assigned where there are concurrent Incidents.
- 3.6 The Fire Chief has sole discretion to request mutual aid under the Mutual Aid Agreement in relation to any Incidents in the CRD Service Area. The CRD will be responsible for all costs, charges or claims arising from any activation of assistance under the Mutual Aid Agreement.

- 3.7 The CVRD will maintain appropriate records related to the provision of the Services in the CRD Service Area, including budgets, revenues and expenditures by the Department, and Incident reporting.
- 3.8 The CVRD will ensure that all personal information contained in the records it maintains in accordance with this Agreement and related to the provision of the Services will be collected, accessed, used, disclosed and securely stored in accordance with FIPPA. In relation to FIPPA:
- (a) the CRD and the CVRD both acknowledge and agree that the printed, electronic and other records produced and maintained by the CVRD for the purpose of, or in connection with, the provision of the Services are, for the purposes of FIPPA, in the custody or under the control of the CVRD;
  - (b) the CVRD shall process any requests under FIPPA for access to a record related to the Services in a timely fashion and copy the CRD on any such response in relation to requests which affect or involve the CRD Service Area; and
  - (c) the CRD, in accordance with section 11 of FIPPA, will transfer to the CVRD any requests for access to a record related to the Services where such record is in the custody or under the control of the CVRD.
- 3.9 The CVRD will provide an annual report to the CRD on its emergency response activities within the CRD Service Area and such interim updates, including relevant financial reporting, as may reasonably be requested by the CRD.

#### **4.0 CRD RESPONSIBILITIES**

- 4.1 The CRD will have the following obligations to enable and/or support the provision of the Services in the CRD Service Area by the CVRD:
- (a) maintain and update, as reasonably required, the bylaws establishing the CRD Service Area and authorizing the provision of fire protection and emergency response services, including the contracting out of such services to the CVRD;
  - (b) provide map data, in a format to be agreed by the Parties, showing the location of all roadways, lanes, bridges and other access routes within the CRD Service Area, such map data to be updated not less than annually;
  - (c) provide reasonable ongoing assistance as may be requested by the CVRD in connection with the recruitment and retention of members in the Fire Department, including hosting of information on the CRD's website, outreach efforts in the community and participation by the CRD in volunteer recognition events;
  - (d) annually inspect and maintain existing fire department water supply tanks located in CRD Service Area located on Camsusa Road and Aspen Road ensuring operational readiness and fire department access;

- (e) fund, install, inspect and maintain any required future water storage tanks identified by future development through consultation between Malahat Fire Department and CRD.

4.2 The CRD will take reasonable steps annually to notify residents and property owners within the CRD Service Area:

- (a) of the location of the Fire Department;
- (b) of the phone number(s) to be used in order that prompt notification can be given of the occurrence of a fire or other emergency within the CRD Service Area;
- (c) of the limits on the Fire Department's ability to provide the Services as a result of limitations on the availability of water for firefighting purposes within the CRD Service Area and any other factors noted in this Agreement;
- (d) that the Fire Department is not required to provide the Services to any property where adequate and sufficient access is not maintained in accordance with this paragraph and that it is the responsibility of each property owner to provide adequate and sufficient access to the owner's property during all seasons of the year, including, but not limited to, ensuring the following issues are addressed:
  - (i) snow and ice are removed to enable passage of fire apparatus and/or Fire Department personnel; and
  - (ii) that driveways are clear of debris and overhanging obstructions, and of sufficient width to enable the passage of fire apparatus;
- (e) that the Fire Department will not take its fire apparatus to any private property by way of crossing a private bridge on that property that has not been engineered and constructed to meet the acceptable standards regulating bridge design, construction, maintenance and inspection, and that it is the responsibility of property owners and occupiers to provide reasonable evidence in advance to the CVRD and the Fire Department that any private bridge on their property meets those requirements; and
- (f) of the responsibility of property owners and occupiers to ensure that correct civic property numbering is displayed on all properties, and is readily visible from the public roadway.

## **5.0 LIMITATIONS ON SERVICES**

5.1 It is acknowledged and agreed by the CRD that the CVRD shall not be considered to be in breach of this Agreement or negligent in providing the Services to the CRD Service Area if the Fire Department has insufficient or no fire personnel and/or apparatus and equipment to provide the Services to the CRD Service Area adequately or at all in response to any Incident at any given time, by reason of having properly deployed its

personnel, apparatus or equipment outside its ordinary jurisdiction for any one or more of the following reasons:

- (a) a response under an approved Emergency Management Climate Readiness response task number;
- (b) a response under the Mutual Aid Agreement;
- (c) a response to a request for assistance by BC Wildfire Services in relation to a wildfire or interface fire within the CVRD or CRD;
- (d) where the CVRD Chief Administrative Officer or designate, or in their absence, the Emergency Operations Centre Director, has given approval for extra-jurisdictional operations in accordance with the policies or guidelines of the Board of the CVRD;
- (e) in connection with the provision of assistance in a declared Provincial or local state of emergency within British Columbia; or
- (f) in any other circumstances where the Fire Department is conducting extra-jurisdictional activities as authorized under or in accordance with the Bylaw No. 2084.

5.2 The CRD recognizes that the Services provided by the CVRD are principally undertaken by individuals who are paid-on-call or volunteer members. The CRD acknowledges that the response by the Fire Department to any particular Incident within the Service Area may be adversely affected in circumstances where insufficient paid-on-call members turn out or such turn out is delayed. The CRD agrees that such a situation shall not constitute a breach of this Agreement.

## **6.0 ANNUAL SERVICE FEE**

6.1 In consideration for the provision of the Services by the CVRD to the CRD Service Area, the CRD shall pay an Annual Service Fee determined in accordance with this Article 6.0, on or before 15 August in each year of the Term.

6.2 The Annual Service Fee shall be calculated as follows:

- (a) (Total Budgeted Expenditures of the Fire Department minus Non-Requisition Revenue)

multiplied by

(CRD Converted Assessed Value for Land and Improvements in the CRD Service Area, divided by (CRD Converted Assessed Value for Land and Improvements in the CRD Service Area plus CVRD Converted Assessed Value for Land and Improvements in the CVRD Service Area)).

- (b) For the purposes of this Agreement:

- (i) **“Total Budgeted Expenditures”** means the operating budget of the Fire Department, plus amounts directed to capital reserve, as determined by the CVRD Board;
- (ii) **“Non-Requisition Revenue”** means any portion of the Total Budgeted Expenditures which is not being requisitioned from CVRD Service Area taxpayers, other than amounts payable by the CRD hereunder, including, without limitation, any grant funding, amounts brought out of reserve or prior year surplus;

6.3 The CVRD will provide a draft Fire Department budget showing the anticipated Total Budgeted Expenditures for the Fire Department, by 30 November of each year, for the following year of this Agreement. The Parties acknowledge and agree that the necessary budget information has been provided to the CRD for the first year of the Term of this Agreement.

6.4 The CVRD will invoice the CRD for the Annual Service Fee on or before 31 March of each calendar year during the Term of this Agreement commencing in 2025. Payment of such invoice by the CRD is due on or before 15 August of each such year.

6.5 If the CRD fails to pay any amount payable under this Agreement within the time specified therefor, then the amount of such late payment will incur interest at the rate of 1.5% per month, accrued and compounded monthly, for each calendar month or portion thereof during which it remains unpaid. Notwithstanding the foregoing, the failure of the CRD to pay any amount when due and owing constitutes a default under this Agreement.

6.6 Notwithstanding anything in this Article 6, the maximum amount of the Service Fee shall not exceed the maximum amount that the CRD is authorized to requisition from CRD Service Area property owners pursuant to Bylaw No. 2731. The CRD undertakes to periodically review and increase the requisition amount authorized under Bylaw No. 2731, to ensure that it has sufficient requisition authority to meet the anticipated Service Fee.

## **7.0 CONTRACT ADMINISTRATION AND REPORTING**

7.1 Each Party will designate one individual as a Contract Manager, who will be that Party's primary point of contact for all questions and issues relating to, and the general administration of, this Agreement and the provision of Services hereunder. The CVRD's Manager of Fire Rescue Services will be the Contract Manager for the CVRD during the Term, unless the CVRD notifies the CRD otherwise. The CRD's head of Protective Services will be the Contract Manager for the CRD during the Term, unless the CRD notifies the CVRD otherwise.

7.2 The CVRD will, by 1 February during each year of the Term, prepare and deliver to the CRD a written report containing a reasonably detailed description of the Services provided during the preceding calendar year, including details on:

- (a) the previous year's financial expenditures related to the Fire Department;



- (b) the total number of Incidents in the CRD Service Area broken down by event type;
  - (c) major fire prevention activities performed in the CRD Service Area; and
  - (d) such other details as may be agreed in writing between each Party's Contract Manager.
- 7.3 On written notice from the CRD's Contract Manager, the CVRD will provide a report on specific incidents or copies of other records related to the CRD Service Area or delivery of the Services, as may reasonably be requested.
- 7.4 The Contract Managers will meet not less than annually to review the delivery of the Services in the CRD Service Area.

## **8.0 INDEMNIFICATION AND INSURANCE**

- 8.1 The CRD indemnifies and saves harmless the CVRD and its elected officials, officers, employees and agents from and against all Claims which the CVRD may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the CRD or any breach by the CRD of any of its obligations, representations, warranties or covenants under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the CVRD or any breach by the CVRD of any of its obligations, representations, warranties or covenants under this Agreement.
- 8.2 The CVRD indemnifies and saves harmless the CRD and its elected officials, officers, employees and agents from and against all Claims which the CRD may incur, suffer or be put to arising out of or in connection with this Agreement or the provision of the Services, directly or indirectly, arising from any negligent act or omission of the CVRD or any breach by the CVRD of any of its obligations, representations, warranties or covenants under this Agreement, except to the extent that any such Claim arises in whole or in part by any negligent act or omission of the CRD or any breach by the CRD of any of its obligations, representations, warranties or covenants under this Agreement.
- 8.3 The Parties agree to each obtain and maintain a comprehensive general liability insurance policy against claims for bodily injury, including death, property damage or other loss arising out of the performance of the obligations of each of them under this Agreement or to include coverage for those matters within the insurance program for their other operations. Each policy or addition to their insurance program shall be written on a comprehensive basis with inclusive limits of not less than **TEN MILLION DOLLARS (\$10,000,000)** per occurrence or such higher limits as the Parties may agree from time to time. If this Agreement is terminated prior to the expiration of the Term, the Parties agree to maintain the respective policies for two (2) years after the date of such termination.
- 8.4 The CVRD will, at its own expense, during the entire Term of this Agreement, maintain workers' compensation coverage for all individuals employed by the Fire Department, whether as career, work experience or volunteer/paid-on-call members.

- 8.5 The CVRD will, at its own expense, during the entire term of this Agreement, maintain appropriate automobile insurance on its owned or leased apparatus used in the provision of the Services, as required by the laws of the Province of British Columbia, and, where relevant, in accordance with the terms of any motor vehicle lease agreement.

## **9.0 DEFAULT AND TERMINATION**

- 9.1 If either Party is in breach of this Agreement, and such breach is not corrected within 30 days after written notice thereof has been provided by the other Party, the Party not in breach may terminate this Agreement, unless the issue in question is the subject of the Dispute Resolution processes set out in Article 10.0.
- 9.2 This Agreement may be terminated by either Party, for any reason, by such Party providing not less than 12 months' written notice to the other Party of its intention to so terminate or such other notice period as may be agreed in writing by the Parties. Any termination notice so delivered must be timed to take effect as of a calendar year-end (31 December).

## **10.0 DISPUTE RESOLUTION**

- 10.1 The Parties acknowledge that they have a common goal of providing public service and will attempt to settle any differences arising in connection with the administration, operation or interpretation of this Agreement or delivery of the Services hereunder, amicably through discussion in good faith with a view to providing quality public services at a reasonable cost. In relation to any dispute or issue (a "Dispute"), the following escalation processes shall apply:
- (a) the Contract Manager of the Party raising the Dispute shall provide written notice to the other Contract Manager identifying with reasonable detail the matters of concern. The Contract Managers will then attempt to settle the Dispute between them;
  - (b) if the Contract Managers are unable to arrive at a mutually satisfactory resolution of the Dispute within 30 days of the provision of written notice under subsection 10.1(a) (or such shorter or longer period as they may mutually agree), the Dispute shall be escalated for consideration by the CVRD's Chief Administrative Officer and the CRD's Chief Administrative Officer;
  - (c) if the CVRD's Chief Administrative Officer and the CRD's Chief Administrative Officer are unable to arrive at a mutually satisfactory resolution of the Dispute within 30 days of its escalation to them under subsection 10.1(b) (or such shorter or longer period as they may mutually agree), the Dispute shall be resolved in accordance with section 10.2.
- 10.2 Disputes not capable of resolution through the processes provided under section 10.1 shall be submitted to arbitration pursuant to the *Arbitration Act*, S.B.C. 2020, c. 2, to a single arbitrator appointed jointly by the Parties.

- 10.3 No person shall be nominated to act as an arbitrator who is in any way financially interested in this Agreement or in the business affairs of either Party.
- 10.4 If the Parties cannot agree on the choice of any arbitrator, each Party shall select a nominee and the nominees shall jointly appoint an arbitrator.
- 10.5 The award of the arbitrator shall be final and binding upon the Parties.
- 10.6 Each Party will bear its own costs in relation to its own participation in the arbitration, and share equally the costs of the arbitrator and ancillary or administrative costs related to running the proceedings.
- 10.7 The CVRD shall not interrupt or delay the provision of the Services as a result of any Dispute which is the subject of the processes set out by this Article 10.0.

#### **11.0 FORCE MAJEURE**

- 11.1 The CVRD shall not be responsible or liable in any way for any delays in or suspension of its obligations under this Agreement caused by: (a) acts of God; (b) restrictions, regulations or orders of any government authority or agency or subdivision thereof or delays caused by such authorities or agencies; (c) strikes or labour disputes; (d) fires or other loss of facilities; (e) acts of war (whether declared or undeclared), terrorism, sabotage or similar incidents or events; or (f) any other causes beyond the reasonable control, and not the result of the fault or neglect, of the CVRD (collectively, a "Force Majeure Event").
- 11.2 Where there has been a Force Majeure Event:
- (a) the CVRD will take commercially reasonable steps to end, address and/or mitigate the effects of such Force Majeure Event; and
  - (b) the CVRD and the CRD will work collaboratively to develop the necessary work arounds to ensure the continued provision of the Services, to the extent possible, during the Force Majeure Event.

#### **Governing Law**

- 11.3 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

#### **Severance**

- 11.4 If any clause or portion of this Agreement is declared or held invalid for any reason, the invalidity does not affect the validity of the remainder of that clause or this Agreement, and the terms and provisions of this Agreement continue to be in force and in effect and are to be construed as if the Agreement had been executed without the invalid portion.

## Amendments

- 11.5 This Agreement may not be modified or amended except with the written agreement of both Parties.

## No Agency

- 11.6 Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint venture among or between the Parties hereto.

## Notices

- 11.7 Any notice or other communication required or permitted to be given hereunder, other than an emergency notice given under section 11.8 will be in writing and will be given by the delivery or rendering thereof to the relevant addressee by hand, by prepaid first-class mail, by facsimile transmission or by email transmission, to the address and contact details as set out below:

- (a) If to the CVRD:

175 Ingram Street, Duncan, British Columbia V9L 1N8  
Attention: Manager, Fire Rescue Services  
Email Address: fireadmin@cprd.bc.ca

- (b) If to the CRD

625 Fisgard Street, Victoria, British Columbia V8W 1R7  
Attention: Manager, Fire Services | Protective Services  
Email Address: fireadmin@crd.bc.ca

Any notice or other communication so given will be deemed to have been received at the time of its delivery if delivered by hand, three Business Days after the date of mailing if mailed and at the time the sender receives a confirmation of dispatch if transmitted by facsimile transmission or by email. Each Party will notify the other Party of any change of address or contact details.

## Emergency Notices

- 11.8 In the event that a Party needs to contact the other Party as a result of an emergency impacting the Services or the CRD Service Area, including in circumstances where a Force Majeure Event has been or may be declared by the CVRD, the following process will apply:

- (a) the CRD may contact, by telephone, the CVRD's Contract Manager at **1.250.715.5700 or Malahat Fire Chief at 1.250.715.7102;**
- (b) the CVRD may contact the CRD Duty Officer by telephone **250.360.3223;**

- (c) Each Party's respective Contract Manager will be responsible for ensuring that that Party's contact numbers and positions identified in this section 11.8 remain up-to-date and correct.

### **Entire Agreement**

- 11.9 This Agreement contains the entire agreement between the Parties hereto with respect to the provision of the Services by the CVRD and replaces and supersedes all previous agreements between the Parties relating to the subject matter hereof.

### **Assignment**

- 11.10 This Agreement may not be assigned by a Party without the written consent of the other Party.

### **Binding Effect**

- 11.11 This Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

### **Waiver**

- 11.12 The waiver by a Party of any failure on the part of the other Party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

### **Remedies Cumulative**

- 11.13 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity

### **Other Documents**

- 11.14 Each Party will perform any act and execute and deliver any document reasonably required by any other Party, to carry out the terms of this Agreement in accordance with the intent and meaning hereof.

## Execution in Counterparts

11.15 This Agreement may be signed by the Parties in counterparts and by facsimile or pdf email transmission, each such counterpart, facsimile or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the day and year first written above.

The **COWICHAN VALLEY REGIONAL DISTRICT** has executed this Agreement by its authorized signatories, at Duncan, British Columbia.

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Name:

Position:

The **CAPITAL REGIONAL DISTRICT** has executed this Agreement by its authorized signatories, at Victoria, British Columbia.

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Name:

Position:

## **Schedule A Services**

The Services provided by the CVRD through its Fire Department comprise the following:

1. the Fire Department will provide the following fire protection, fire prevention and ancillary services in the CRD Service Area:
  - 1.1. fire suppression, including interface fire responses;
  - 1.2. investigation of complaints related to Open Burning and notification of CRD Manager, Fire Services when complaints require follow up by CRD Bylaw Services;
  - 1.3. fire and life safety education;
  - 1.4. hazardous material responses (subject to training and, in any event, to a maximum of "operations level" within the meaning of National Fire Protection Association, *NFPA 470: Hazardous Materials/Weapons of Mass Destruction (WMD) Standard for Responders* (current edition);
  - 1.5. First Responder (Medical Assist) / Ambulance Assist subject to any agreement between the CVRD and BCEHS; and
  - 1.6. technical rescue, including auto extrication and rope rescue, to the same standard provided within the CVRD Service Area;
2. the CVRD will report on the Services provided, as specified in this Agreement.

**Schedule B**  
**Converted Assessed Value Classes**

<b>Class</b>	<b>Category</b>	<b>Conversion Rate</b>
1	Residential	100%
2	Utilities	100%
3	Supportive Housing	100%
4	Major Industry	100%
5	Light Industry	100%
6	Business and Other	100%
7	Managed Forest Land	100%
8	Recreation Property and Non-Profit Organizations	100%
9	Farm	100%