

THE CORPORATION OF THE CITY OF COURTENAY

NOTICE OF COMMITTEE OF THE WHOLE MEETING

*We respectfully acknowledge that the land on which we gather is the
unceded traditional territory of the K'ómoks First Nation*

DATE: Monday, May 28, 2018
PLACE: City Hall Council Chambers
TIME: 4:00 p.m.

AGENDA

K'OMOKS FIRST NATION ACKNOWLEDGEMENT

1.00 STAFF REPORTS/PRESENTATIONS

1. Comox Valley Fire and Rescue Services Agreement Extension
2. 2018 Water Capital Budget Amendment - 20th Street Water Main

2.00 EXTERNAL REPORTS AND CORRESPONDENCE FOR INFORMATION

1. Correspondence FCM Seizing Our Moment - FCM's Special Advocacy Fund

3.00 RESOLUTIONS OF COUNCIL

1. In Camera Meeting

That notice is hereby given that a Special In-Camera meeting closed to the public will be held May 28th, 2018 at the conclusion of the Committee of the Whole Meeting pursuant to the following sub-sections of the *Community Charter*:

- 90 (c) labour relations or other employee relations.
- 90 (1) (k) negotiations and related discussions respecting the proposed provision of a municipal service that are at their preliminary stages and that, in the view of the council, could reasonably be expected to harm the interests of the municipality if they were held in public.

4.00 ADJOURNMENT



THE CORPORATION OF THE CITY OF COURTENAY

STAFF REPORT

To: Council

File No.: 7200 - 02

From: Chief Administrative Officer

Date: May 28, 2018

Subject: Comox Valley Fire and Rescue Services Agreement Extension

PURPOSE:

The purpose of this report is to renew the Comox Valley Fire and Rescue Services Agreement between the City of Courtenay (the "City") and the Comox Valley Regional District, Town of Comox, Village of Cumberland, Union Bay Improvement District, Ships Point Improvement District and the City of Campbell River.

CAO RECOMMENDATIONS:

That based on the May 28, 2018 staff report "Comox Valley Fire And Rescue Services Agreement Extension", Council approve OPTION 1 and the attached agreement between the City and its Mutual Aid Partners; and

That the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

The City has been providing and receiving mutual aid service through the Comox Valley Fire and Rescue Services Agreement (Mutual Aid Agreement) for decades.

The Mutual Aid Agreement has been beneficial to all parties involved over the years. This agreement allows us to handle those rare incidents that would exceed our resource limitations.

DISCUSSION:

On May 10th, 2018, the Comox Valley Fire and Rescue Services Agreement moved to a month to month basis until such time of extension or termination.

Staff considers this agreement to be a straightforward renewal of a longstanding fire service agreement, and are recommending approval.

FINANCIAL IMPLICATIONS:

There are no additional financial impacts relating to renewal of the agreement, and cost recovery provisions are included in the agreement.

ADMINISTRATIVE IMPLICATIONS:

There are no administrative implications.

ASSET MANAGEMENT IMPLICATIONS:

None.

STRATEGIC PRIORITIES REFERENCE:

We focus on organizational and governance excellence

- We support and encourage initiatives to improve efficiencies
- We support meeting the fundamental corporate and statutory obligations
- We responsibly provide services at a level which the people we serve are willing to pay

We invest in our key relationships

- We value and recognize the importance of our volunteers
- We will continue to engage and partner with service organizations for community benefit
- ▲ We advocate and cooperate with other local governments and senior governments on regional issues affecting our city



- **Area of Control**
The policy, works and programming matters that fall within Council's jurisdictional authority to act.

OFFICIAL COMMUNITY PLAN REFERENCE:

Statutory in nature.

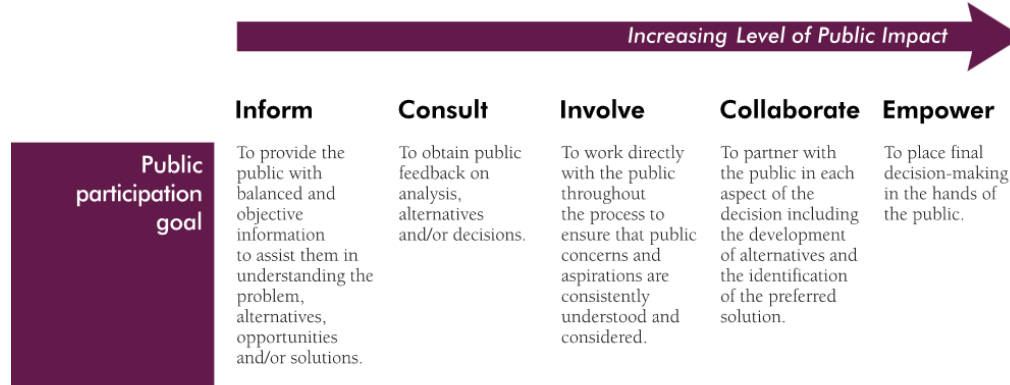
REGIONAL GROWTH STRATEGY REFERENCE:

Statutory in nature.

CITIZEN/PUBLIC ENGAGEMENT:

Staff would inform the public based on the IAP2 Spectrum of Public Participation:

http://c.ymcdn.com/sites/www.iap2.org/resource/resmgr/imported/IAP2%20Spectrum_vertical.pdf



OPTIONS:

OPTION 1: That Council approve **OPTION 1** and the attached Extension agreement between the City and the Comox Valley Regional District, Town of Comox, Village of Cumberland, Union Bay Improvement District, Ships Point Improvement District and the City of Campbell River; and

That the Mayor and Corporate Officer be authorized to execute the agreement on behalf of the City (Recommended).

OPTION 2: That Council refer the agreement back to staff for changes.

Prepared by:

Donald. A. Bardonnex
Fire Chief

Attachments:

1. Agreement to Extend Mutual Aid Agreement
2. Pre-existing Comox Valley Fire and Rescue Services Agreement

**AGREEMENT TO EXTEND
MUTUAL AID AGREEMENT**

THIS AGREEMENT dated for reference the ____ day of _____, 2018.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road
Courtenay, BC V9N 3P6

AND:

THE CITY OF COURTENAY

830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

AND:

THE TOWN OF COMOX

1809 Beaufort Avenue
Comox, B.C. V9M 1R9

AND:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

2673 Dunsmuir Avenue
Box 340
Cumberland, B.C. V0R 1S0

AND:

THE UNION BAY IMPROVEMENT DISTRICT

5539 South Island Highway
Union Bay, B.C. V0R 3B0

AND:

THE SHIPS POINT IMPROVEMENT DISTRICT

7729 Vivian Way
Fanny Bay B.C. V0R 1W0

AND:

THE CITY OF CAMPBELL RIVER

301 St. Ann's Road
Campbell River, B.C. V9W 4C7

(herein after referred to as the "Parties")

WHEREAS:

- A.** Under a mutual aid agreement between the parties dated the 9th of May 2013 entitled the "Comox Valley Fire and Rescue Service Agreement" (the "Agreement"), the Parties agreed to the terms and conditions specified therein.

- B. The Term of the Agreement expires on May 10, 2018.
- C. The parties have agreed to extend the term of the Agreement on the amended terms and conditions set out in this agreement (the “Extension and Amending Agreement”).

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this amendment agreement and in consideration of the sum of \$10.00 now paid by each of the parties to the other the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Amendment of Attachments

Attachment “A” to the Agreement is hereby replaced with Attachment “A” attached herein and dated March 2018.

2. Extension of Term

The Term of the Agreement is hereby extended for a further five years, commencing on May 11, 2018 and ending on May 10, 2023.

3. Ratification

Except as expressly amended by this amendment agreement, the parties ratify and confirm the Agreement. The Agreement and this Extension and Amending Agreement shall be read and construed as one agreement.

4. Time

Time shall remain of the essence of the Agreement and of this Extension and Amending Agreement.

6. Counterparts

This Extension and Amending Agreement may be signed in counterparts, which together shall constitute one agreement.

The parties have executed this Extension and Amending Agreement with effect as of the date and year first above written.

THE SEAL OF THE COMOX VALLEY REGIONAL DISTRICT was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Bruce Jolliffe, Chair

James Warren,
Corporate Legislative Officer

THE SEAL OF THE CITY OF COURTENAY was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE TOWN OF COMOX was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE CORPORATION OF THE VILLAGE OF CUMBERLAND was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE UNION BAY IMPROVEMENT DISTRICT was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE SHIPS POINT IMPROVEMENT DISTRICT was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE CITY OF CAMPBELL RIVER was hereunto affixed on the _____ day of _____ 2018 in the presence of:

Name and Title

Name and Title

	Expiry Date
Original agreement	May 10, 2018
Extension and Amendment #1 – Updates to term and reimbursement	May 9, 2023

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT
Attachment “A”.
March 2018
“Reimbursement Rates for Emergency Resources”

Emergency Resource reimbursement rates are as per the Province of BC document “Inter-Agency Operational Procedures and Reimbursement Rates” as amended from time to time.

Specialized Emergency Resource reimbursement rates are as follows:

Fireboat with a minimum of two firefighters	\$495.00 /hour
Hazmat “B” trailer, tow vehicle & four firefighters	\$440.00/hour
Hazmat Special Operations Apparatus “Level A”	At rate of Structural Engine-Type 1

New file

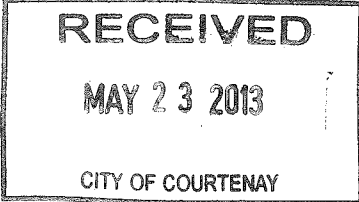
2280

600 Comox Road, Courtenay, BC V9N 3P6
Tel: 250-334-6000 Fax: 250-334-4358
Toll free: 1-800-331-6007
www.comoxvalleyrd.ca



File: 7200-01

May 17, 2013



The City of Courtenay
830 Cliffe Avenue
Courtenay, BC
V9N 2J7

Attention: David Allen, Chief Administrative Officer

Dear Mr. Allen:

Re: Comox Valley fire and rescue services agreement

Please find enclosed the fully executed copy of the Comox Valley fire and rescue services agreement for your records.

We look forward to our ongoing working relationship and if you have any questions or concerns please do not hesitate to contact me via telephone at 250-334-6044 or via email at jbast@comoxvalleyrd.ca.

Sincerely,

James Bast
Manager of fire services
Community services branch

Enclosure

\km

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT

THIS AGREEMENT is made as of the 16 day of May, 2013.

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road,
Courtenay, B.C. V9N 3P6.

AND:

THE CITY OF COURTENAY

830 Cliffe Avenue
Courtenay, B.C. V9N 2J7

AND:

THE TOWN OF COMOX

1809 Beaufort Avenue
Comox, B.C. V9M 1R9

AND:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND

2673 Dunsmuir Avenue
Box 340
Cumberland, B.C. V0R 1S0

AND:

THE UNION BAY IMPROVEMENT DISTRICT

5539 South Island Highway
Union Bay, B.C. V0R 3B0

AND:

THE SHIPS POINT IMPROVEMENT DISTRICT

7729 Vivian Way
Fanny Bay B.C. V0R 1W0

AND:

THE CITY OF CAMPBELL RIVER

301 St. Ann's Road
Campbell River, B.C. V9W 4C7

(herein after referred to as the "Parties")

WHEREAS:

- A. sections 176 and 745 of the Local Government Act and section 23 of the Community Charter empowers local governments and improvement districts to enter into mutual aid agreements with other jurisdictions;
- B. the Comox Valley Regional District provides fire protection services through bylaws as shown in attachment "B" ;
- C. there would be a benefit in the form of improved safety and fire protection for area residences from such an agreement between the local authorities that are parties to this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES the Parties, in consideration of the agreements, premises and mutual promises contained in the agreement and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed with one another as follows:

1.0 DEFINITIONS

In this agreement:

- 1.1. "Area of Jurisdiction" means the territorial area over which each party has legal authority to provide emergency services.
- 1.2. "Consumables" includes but is not limited to foam and absorbents and does not include water.
- 1.3. "Emergency" includes but is not limited to confined space rescue, high-angle rescue, HAZMAT, water rescue and fire suppression.
- 1.4. "Emergency Resources" means persons and equipment designated by a Providing Department for the purpose of providing assistance to a Requesting Department, all or a portion of which may be made available to a Requesting Department to assist.
- 1.5. "Officer in Charge" means the Officer in Charge of a fire department at the time of a request.
- 1.6. "Party" means any Party to this agreement.
- 1.7. "Providing Department" means a fire department providing assistance under this agreement.
- 1.8. "Requesting Department" means any fire department requesting assistance under this agreement.

2.0 PREAMBLE

Regardless of the size of a jurisdiction there may be times when that jurisdiction may require additional resources. A large fire, or other emergency, can quickly exhaust the resources of any single jurisdiction. Large fires may require additional manpower, equipment and supplies. Other emergencies may require specialized equipment or other resources.

The increasing complexity of emergency response services makes it virtually impossible for any one single jurisdiction to be able to provide adequate resources for every potential scenario they may face within their jurisdiction. These complex emergencies often require "specialized" resources that may not be available from within the jurisdiction in which they occur. Large or multiple fires may also quickly exhaust the resources of a single jurisdiction. In these cases it may be necessary and beneficial to request resources from a neighbouring jurisdiction. This agreement may, over time, allow greater fire department specialization yielding more efficient overall use of resources at a reduced cost.

Emergency response frequently requires a rapid deployment of resources. This agreement is intended to minimize delay in securing additional or specialized resources from a number of potential fire departments.

The Requesting Department has certain powers and authorities within its own Area of Jurisdiction. In order to provide an efficient response the intent of this agreement is that the members of the Providing Department will have the same powers and authorities as the Requesting Department in relation to controlling or acting at an Emergency.

The local governments that are signatories to this agreement have a broad range of resources and expertise within their respective fire departments. In order to ensure fairness to all taxpayers, it is intended that equipment, firefighters and supplies be provided to a Requesting Department on a cost recovery basis.

3.0 TERM

- 3.1 The term of this agreement shall be for five (5) years commencing on May 9, 2013 and ending on May 10, 2018. (the "Term")
- 3.2 Any Party may terminate its participation in the agreement with thirty (30) days written notice to all other parties.
- 3.3 This agreement, upon expiry, shall remain in effect on a month to month basis unless a party wishing to terminate its participation provides written notice. Such notice to be provided to all other parties to the agreement.

4.0 REQUESTING ASSISTANCE

- 4.1 Where the Officer in Charge determines that an Emergency exists that is beyond the capabilities of his/her resources he/she may request additional Emergency Resources from an Officer in Charge representing the fire department of any of the Parties to this agreement.
- 4.2 A department who receives a request for Emergency Resources may, at their sole discretion determine if they can fulfill the request. If the requested department determines it is unable to fulfill the request, that decision will be communicated to the Requesting Department. Nothing in this agreement shall be interpreted as requiring any Party or their fire department to supply Emergency Resources to another Party or their fire department.
- 4.3 The Officer in Charge of the Requesting Department shall immediately release from active assistance, a Providing Department if the Providing Department's Emergency Resources are required in their own Area of Jurisdiction.
- 4.4 A Requesting Department shall advise a Providing Department in a timely manner that their Emergency Resources are no longer required and shall not typically require the Providing Department for clean-up.
- 4.5 The Requesting Department's Officer in Charge has the authority to command and control the Emergency Resources of the Providing Department until such time as the Requesting Department notifies the Providing Department that their Emergency Resources are no longer required.

5.0 INDEMNIFICATION

- 5.1 A Party requesting assistance under this agreement hereby releases a Party providing assistance, its Providing Department, elected officials, officers, employees, contractors and volunteers from and against all claims, demands, expenses, costs, actions, suits, damages, and liabilities of every kind arising between the Parties for failure of the Providing Department to respond to a request from a Requesting Department.
- 5.2 A Party requesting assistance under this agreement agrees and does hereby indemnify and save harmless a Party providing assistance, its Providing Department, its officers, employees, contractors and volunteers from and against all claims, demands, expenses, costs, actions, suits, damages, and liabilities of every kind for damage or injury to person or property, including death, directly or indirectly arising from the Providing Department's response, assistance, conduct and activity under this agreement except where such liability is caused by the malicious or grossly negligent misconduct of the Providing Department, its officials, employees, contractors and volunteers.

6.0 COST RECOVERY

- 6.1 Where a Providing Department provides Emergency Resources to a Requesting Department, the Requesting Department agrees to reimburse the Providing Department as requested for those Emergency Resources utilized in accordance with the following:
- a. as per Attachment 'A' titled "Reimbursement rates Emergency Resources" as amended from time to time;
 - b. replacement or costs of all Consumables used by the Requesting Department related to the request; and
 - c. costs of repairing damage to or loss of any portable equipment, tools, hose, ladders, clothing or any other such items.
- 6.2 Parties will reconcile their use of this agreement, with regards to section 6.1(a) at the end of each calendar year. Parties would be invoiced before January 10 of each year and payment is expected within 120 days.
- 6.3 All Parties agree that in regards to item 6.1(b) and 6.1(c), replacement of Consumables and damage or loss, any amounts owing would be paid on demand.
- 6.4 Any Party may, at their sole discretion, decide not to invoice any other Party for any of the above items identified in Section 6.
- 6.5 If the Providing Department intends to issue an invoice, it must notify the Requesting Department of this intent, in writing, within 30 days of the Emergency assistance.

7.0 RECORD KEEPING

- 7.1 Both the Requesting Department and the Providing Department shall maintain records of such assistance for the purpose of cost recovery. These records shall be maintained for two years and shall be made available to the other Parties and fire chiefs involved in a request for assistance.

8.0 DISPUTE RESOLUTION

- 8.1 Should a dispute arise regarding annual reconciliation, invoicing or any other matter involving this agreement, a three-member panel of Parties' fire chiefs which may include the manager of fire services of the CVRD, who are not directly involved with the dispute, will adjudicate it. Their decision will be binding and based on information obtained from both parties and the content of this agreement.

9.0 RESOURCE LIST

- 9.1 The Comox Valley Fire Chiefs Association will maintain a list of resources of each local fire department. This list will be updated annually and made available to all Parties and fire chiefs.

10.0 SPECIALIZED EQUIPMENT

- 10.1 The Parties to this agreement agree that it is beneficial to have different fire departments develop differing specialized services. Examples of these specialized services include but are not limited to: confined space rescue, high-angle rescue, HAZMAT, water rescue, and aerial equipment. However; nothing in this agreement limits any Party from developing any of their own specialized resources or compels any Party to develop such resources.

11.0 INSURANCE

- 11.1 Each Party shall maintain insurance coverage on its own fire fighting equipment.
- 11.2 Each Party shall maintain WorkSafeBC coverage and other required coverage for the personnel of its own Fire Department.
- 11.3 Each Party shall maintain liability insurance coverage.

12.0 REPLACEMENT OF MUTUAL AID AGREEMENTS

- 12.1 Each Party to this agreement agrees to appropriately terminate any other pre-existing mutual aid agreement that is in place with any other Party to this agreement and agrees that this agreement will replace any pre-existing mutual aid agreements.

13.0 AMENDMENT

- 13.1 This agreement may only be amended by written agreement of the Parties in the form of a formal amending agreement.

14.0 COUNTERPARTS

- 14.1 This agreement may be signed in counterparts, which together shall constitute one agreement. If this agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

THE SEAL OF THE COMOX VALLEY REGIONAL DISTRICT was hereunto affixed on the 15th day of MAY 2013 in the presence of:




Edwin, Grieve, Chair



James Warren
Corporate Legislative Officer

THE SEAL OF THE CORPORATION OF THE CITY OF COURTENAY was hereunto affixed on the 19 day of APRIL 2013 in the presence of:



Name and title Mayor



Name and Title

JOHN WARD, CMC

DIRECTOR OF LEGISLATIVE SERVICES

THE SEAL OF THE CORPORATION OF THE TOWN OF COMOX was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE CORPORATION OF VILLAGE OF CUMBERLAND was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

THE SEAL OF THE COMOX VALLEY REGIONAL DISTRICT was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Edwin, Grieve, Chair

James Warren
Corporate Legislative Officer

THE SEAL OF THE CORPORATION OF THE CITY OF COURTENAY was hereunto affixed on the 24 day of MAY 2013 in the presence of:

David Allen
Name and title DAVID ALLEN, CAO

Name and Title

THE SEAL OF THE CORPORATION OF THE TOWN OF COMOX was hereunto affixed on the 3 day of APRIL 2013 in the presence of:

RICHARD KANIGAN CAO
Name and Title
Richard Kanigan
Name and Title

THE SEAL OF THE CORPORATION OF VILLAGE OF CUMBERLAND was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

8.0 DISPUTE RESOLUTION

- 8.1 Should a dispute arise regarding annual reconciliation, invoicing or any other matter involving this agreement, a three-member panel of Parties' fire chiefs which may include the manager of fire services of the CVRD, who are not directly involved with the dispute, will adjudicate it. Their decision will be binding and based on information obtained from both parties and the content of this agreement.

9.0 RESOURCE LIST

- 9.1 The Comox Valley Fire Chiefs Association will maintain a list of resources of each local fire department. This list will be updated annually and made available to all Parties and fire chiefs.

10.0 SPECIALIZED EQUIPMENT

- 10.1 The Parties to this agreement agree that it is beneficial to have different fire departments develop differing specialized services. Examples of these specialized services include but are not limited to: confined space rescue, high-angle rescue, HAZMAT, water rescue, and aerial equipment. However; nothing in this agreement limits any Party from developing any of their own specialized resources or compels any Party to develop such resources.

11.0 INSURANCE

- 11.1 Each Party shall maintain insurance coverage on its own fire fighting equipment.
- 11.2 Each Party shall maintain WorkSafeBC coverage and other required coverage for the personnel of its own Fire Department.
- 11.3 Each Party shall maintain liability insurance coverage.

12.0 REPLACEMENT OF MUTUAL AID AGREEMENTS

- 12.1 Each Party to this agreement agrees to appropriately terminate any other pre-existing mutual aid agreement that is in place with any other Party to this agreement and agrees that this agreement will replace any pre-existing mutual aid agreements.

13.0 AMENDMENT

- 13.1 This agreement may only be amended by written agreement of the Parties in the form of a formal amending agreement.

14.0 COUNTERPARTS

- 14.1 This agreement may be signed in counterparts, which together shall constitute one agreement. If this agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

THE SEAL OF THE COMOX VALLEY REGIONAL DISTRICT was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Edwin, Grieve, Chair

James Warren
Corporate Legislative Officer

THE SEAL OF THE CORPORATION OF THE CITY OF COURTENAY was hereunto affixed on the 24 day of MAY 2013 in the presence of:

David Allen
Name and title DAVID ALLEN, CAO

Name and Title

THE SEAL OF THE CORPORATION OF THE TOWN OF COMOX was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE CORPORATION OF VILLAGE OF CUMBERLAND was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Leslie Baird Mayor
Name and Title Leslie Baird, Mayor

Sundance Topham CAO
Name and Title Sundance Topham, Chief Administrative Officer

8.0 DISPUTE RESOLUTION

- 8.1 Should a dispute arise regarding annual reconciliation, invoicing or any other matter involving this agreement, a three-member panel of Parties' fire chiefs which may include the manager of fire services of the CVRD, who are not directly involved with the dispute, will adjudicate it. Their decision will be binding and based on information obtained from both parties and the content of this agreement.

9.0 RESOURCE LIST

- 9.1 The Comox Valley Fire Chiefs Association will maintain a list of resources of each local fire department. This list will be updated annually and made available to all Parties and fire chiefs.

10.0 SPECIALIZED EQUIPMENT

- 10.1 The Parties to this agreement agree that it is beneficial to have different fire departments develop differing specialized services. Examples of these specialized services include but are not limited to: confined space rescue, high-angle rescue, HAZMAT, water rescue, and aerial equipment. However; nothing in this agreement limits any Party from developing any of their own specialized resources or compels any Party to develop such resources.

11.0 INSURANCE

- 11.1 Each Party shall maintain insurance coverage on its own fire fighting equipment.
- 11.2 Each Party shall maintain WorkSafeBC coverage and other required coverage for the personnel of its own Fire Department.
- 11.3 Each Party shall maintain liability insurance coverage.

12.0 REPLACEMENT OF MUTUAL AID AGREEMENTS

- 12.1 Each Party to this agreement agrees to appropriately terminate any other pre-existing mutual aid agreement that is in place with any other Party to this agreement and agrees that this agreement will replace any pre-existing mutual aid agreements.


13.0 AMENDMENT


- 13.1 This agreement may only be amended by written agreement of the Parties in the form of a formal amending agreement.

14.0 COUNTERPARTS

- 14.1 This agreement may be signed in counterparts, which together shall constitute one agreement. If this agreement is signed in counterparts, no signatory hereto shall be bound until all parties named below have duly executed, or caused to be duly executed, a counterpart of this agreement.

THE SEAL OF THE CORPORATION OF THE UNION BAY IMPROVEMENT DISTRICT was hereunto affixed on the 10th day of May 2013 in the presence of:


Name and Title Bruce Livasey, Trustee


Name and Title Kevin Douville, Administrator

THE SEAL OF THE CORPORATION OF THE SHIPS POINT IMPROVEMENT DISTRICT was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE CORPORATION OF THE CITY OF CAMPBELL RIVER was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT**Attachment "A"****"Reimbursement rates for Emergency Resources"**

Ladder/Quint Truck with minimum of four firefighters:	\$746.00/hour
Engine with minimum of four firefighters:	\$537.00/hour
Tender/tanker minimum of two firefighters:	\$333.00/hour
Mini pump/ bush truck with minimum of two firefighters:	\$189.00/hour
Fireboat with minimum of two firefighters:	\$495.00/hour
Hazmat "B" trailer, tow vehicle & four firefighters:	\$440.00/hour
Rescue vehicle with minimum two firefighters:	\$330.00/hour
Additional manpower as requested:	\$ 34.00/hour

THE SEAL OF THE CORPORATION OF THE UNION BAY IMPROVEMENT DISTRICT was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

THE SEAL OF THE CORPORATION OF THE SHIPS POINT IMPROVEMENT DISTRICT was hereunto affixed on the 27th day of March 2013 in the presence of:

Prested Trustee
Name and Title

Sturrray Chair
Name and Title

THE SEAL OF THE CORPORATION OF THE CITY OF CAMPBELL RIVER was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title

Name and Title

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT**Attachment "A"****"Reimbursement rates for Emergency Resources"**

Ladder/Quint Truck with minimum of four firefighters:	\$746.00/hour
Engine with minimum of four firefighters:	\$537.00/hour
Tender/tanker minimum of two firefighters:	\$333.00/hour
Mini pump/ bush truck with minimum of two firefighters:	\$189.00/hour
Fireboat with minimum of two firefighters:	\$495.00/hour
Hazmat "B" trailer, tow vehicle & four firefighters:	\$440.00/hour
Rescue vehicle with minimum two firefighters:	\$330.00/hour
Additional manpower as requested:	\$ 34.00/hour

THE SEAL OF THE CORPORATION OF THE UNION BAY IMPROVEMENT DISTRICT was hereunto affixed on the _____ day of _____ 2013 in the presence of:

Name and Title


Name and Title

THE SEAL OF THE CORPORATION OF THE SHIPS POINT IMPROVEMENT DISTRICT was hereunto affixed on the _____ day of _____ 2013 in the presence of:

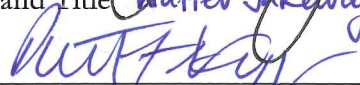
Name and Title

Name and Title

THE SEAL OF THE CORPORATION OF THE CITY OF CAMPBELL RIVER was hereunto affixed on the 12th day of April 2013 in the presence of:



Name and Title Walter Jakeway, Mayor



Name and Title Peter Whitten, city clerk

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT**Attachment "A"****"Reimbursement rates for Emergency Resources"**

Ladder/Quint Truck with minimum of four firefighters:	\$746.00/hour
Engine with minimum of four firefighters:	\$537.00/hour
Tender/tanker minimum of two firefighters:	\$333.00/hour
Mini pump/ bush truck with minimum of two firefighters:	\$189.00/hour
Fireboat with minimum of two firefighters:	\$495.00/hour
Hazmat "B" trailer, tow vehicle & four firefighters:	\$440.00/hour
Rescue vehicle with minimum two firefighters:	\$330.00/hour
Additional manpower as requested:	\$ 34.00/hour

COMOX VALLEY FIRE AND RESCUE SERVICES AGREEMENT

Attachment "B"

Comox Valley Regional District Fire Protection Service Areas

Denman Island Fire Protection LSA: Bylaw No. 2105, a bylaw to provide fire protection and suppression for the residents of Denman Island .

Hornby Island Fire Protection LSA: Bylaw No. 2012, a bylaw to provide fire protection and suppression for the residents of 1-Hornby Island.

Fanny Bay Fire Protection LSA: Bylaw No. 416, a bylaw to authorize the provision of fire protection service to a specified area within Electoral Area 'A'.

Black Creek/Oyster River Fire Protection LSA: Bylaw No. 176, a bylaw to authorize the provision of fire protection service to a specified area within Electoral Areas 'C' and 'D'.



STAFF REPORT

To: Council

File No.: 1705-20

From: Chief Administrative Officer

Date: May 28, 2018

Subject: 2018 Water Capital Budget Amendment - 20th Street Water Main

PURPOSE:

The purpose of this report is for Council to approve an amendment to the 2018 Water Capital Plan to include renewal of approximately 125 lineal meters of aged AC water main on 20th Street to accommodate a new development that includes a new sidewalk and storm line. The cost of this project is 130,000.

CAO RECOMMENDATIONS:

THAT based on the May 28, 2018 Staff Report "2018 Water Capital Budget Amendment - 20th Street Water Main" Council approve OPTION 1 and approve the renewal of 125 lineal meters of water main along 20th Street, at an estimated cost of \$130,000.

That the 2018 budget be amended so this amount can be taken from the 2018 Buckstone water booster pump station capital project which is \$250,000.

Respectfully submitted,

David Allen, BES, CLGEM, SCLGM
Chief Administrative Officer

BACKGROUND:

20th Street, between Cumberland Road and Willemar Avenue, has had a number of multi-family developments over the past decade. Recently, a significant multi-family development has occurred at the corner of 20th Street and Cumberland Road called the Creekside Development. During the recent development review which occurred after the 2018 Water Budget deliberations, it was noted by Asset Management Technical Services that a portion of existing AC water main (150mm) fronting the Creekside Multifamily Development on 20th Street was to remain in place and not be removed as part of the overall project.

The original justification to not replace this portion of water main was made based on the development's requirement to upgrade a section of water main along Cumberland Road. This was required in order to provide adequate fire flows to the development site specifically and no other upgrades were considered necessary at that time.

DISCUSSION

For the reasons outlined below time is of the essence in seeking Council approval to proceed with this capital renewal project.

Since the original review for this development, Asset Management and our understanding of our Water System and Fire Flows have matured significantly. Through the lens of our recently completed in-house water model and condition assessments of water mains in the area, it was identified that two other multifamily sites on 20th Street, adjacent to the new development do not meet the required fire flows. This is due to the undersized existing 150mm water main on 20th Street that is unable to provide sufficient fire flows. This is a potentially significant liability for the City.

Furthermore, if this section of undersized AC water main was to remain in place, it would be at risk of failure due to the heavy construction and road profile changes necessary for the development. Two vertical realignments of the existing AC water main would be required in order to accommodate the new storm main installation (currently open ditch) within the road allowance. These realignments will most likely leak in the near future.

Additionally, the water main fronting this development is horizontally aligned within the existing ditch and is very shallow. As part of the Creekside Development a new sidewalk is planned to be constructed directly over top of the existing AC water main. This is not an ideal scenario for an aged AC water main as the lack of required cover and construction compaction, once a new sidewalk is placed over top, will surely compromise the water main. Potential water breaks and concerns from the Island Health Engineer have prompted Asset Management Technical Services and the City Development Engineer to recommend replacement of this section of water main.

Asset Management Technical Services has been in communication with the Developer's Contractor and have secured a quote to perform this work on the City's behalf. Pricing is competitive at approximately 850 dollars per lineal meter as the contractor is already on site, mobilized and installing assets as part of the Development.

The renewal of this section of water main will allow the Creekside Development to not only effectively finish the required sidewalk installation but provide sufficient fire flows necessary for all existing multifamily sites fronting 20th Street.

FINANCIAL IMPLICATIONS:

The cost of this project is 130,000.

In the approved 2018 Water Capital budget is a Project called Buckstone Booster Station. This project is to rectify mechanical deficiencies in the booster station and was originally budgeted at \$250,000. Public Works Services along with our Consulting Engineers has determined that the overall project cost will be significantly less than first anticipated, due to an alternative solution that will be further explored and outlined to Council in the future.

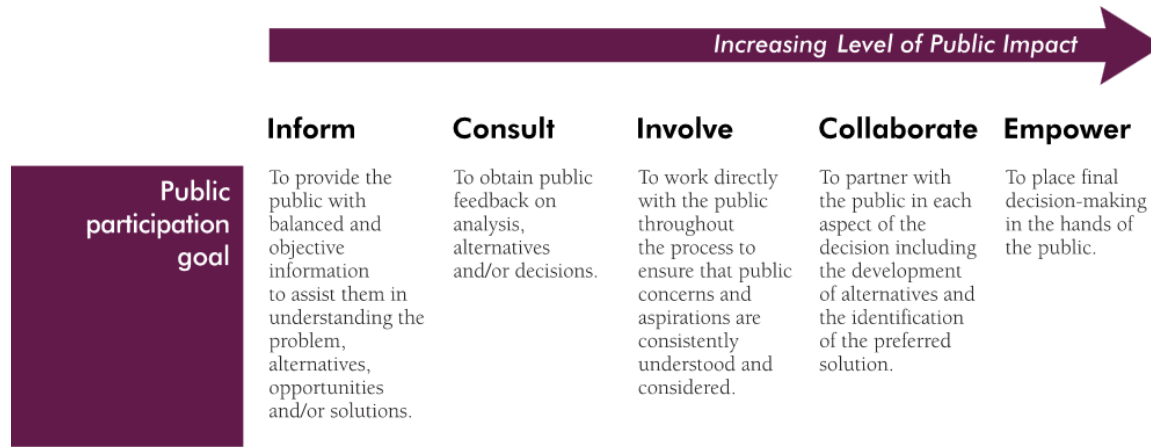
The 130,000 cost for the 20th Street water main upgrade can be completed utilizing these remaining funds.

ASSET MANAGEMENT IMPLICATIONS:

Due to the age and size differential of the remaining portion of 150mm AC water main along 20th Street to Willemar Avenue will be placed on the Water Register for inclusion in the 2019 Water Capital Budget.

CITIZEN/PUBLIC ENGAGEMENT:

Staff would inform the public based on the IAP2 Spectrum of Public Participation:



OPTIONS:

1. Council approve Option 1 and approve the renewal of 125 lineal meters of water main along 20th Street, at an estimated cost of \$130,000, and that the 2018 budget be amended so this amount can be taken from the 2018 Buckstone water booster pump station capital project which is \$250,000.
2. Council not approve the reallocation of 2018 Water Capital Budget Funds.

Prepared by:

Trevor Kushner, BA, DLGM, CLGA, PCAMP
 Director of Public Works Services

Rich Feucht, P.Eng
 Manager of Development Services

Kyle Shaw, ASCT, CWPI
 Manager of Transportation & Utilities

Attachments:

1. Map of 20th Street Water Main

Attachment 1

20th Street Water Main



From: FCM Communiqué [mailto:communique@fcm.ca]
Sent: Wednesday, May 16, 2018 10:13 AM
To: Allen, David
Subject: Seizing our moment: FCM's Special Advocacy Fund

May 16, 2018



Seizing our moment: FCM's Special Advocacy Fund

This week, you'll be receiving a package in the mail about FCM's Special Advocacy Fund. I'd like to take a moment to fill you in on what it's all about.

In March, your FCM Board of Directors approved a 2-year Special Advocacy Fund. This fund will drive FCM's largest effort ever leading up to Election 2019, and in the crucial first months of a new government. It'll fuel an ambitious, multi-faceted campaign targeting every federal party. Our goal is simple: to keep local priorities on the national agenda for years to come.

FCM has a long track-record of success when it comes to delivering results for members. Election 2015 took our progress to a new level, sparking unprecedented investments in municipal priorities. Election 2019 is a vital opportunity to build on those gains. To seize it, we need the right tools.

When your package arrives, it will include more information about FCM's Special Advocacy Fund, as well as your municipality's voluntary invoice. We can't risk seeing federal parties move on from local priorities. With your support, we can make municipal progress the "new normal" in Canada. And with your support, we can continue to build strong, more vibrant communities — and a better Canada.

For more information on FCM's Special Advocacy Fund, check out [our website](#).

Jenny Gerbasi,
FCM President

Find us: [f](#) [in](#) [t](#) [v](#)



This is a publication of the Federation of Canadian Municipalities ©2018.
24 Clarence Street, Ottawa, Ontario K1N 5P3 | T. 613-241-5221 | F. 613-241-7440

This newsletter was sent to dallen@courtenay.ca.
To opt-out, follow this link: [Unsubscribe](#) | [Privacy Policy](#)
[Change your language](#) | [View email in your browser](#)



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS

Special Advocacy Fund

24, rue Clarence Street
Ottawa, Ontario K1N 5P3
T. 613-241-5221
F. 613-241-7440

Allen, David
City of Courtenay
830 Cliffe Avenue
Courtenay, British Columbia V9N 2J7
Canada

INVOICE/FACTURE: ORD-17914-K4D4D9

DATE: 05/04/2018

ACCOUNT/COMPTE: 27

HST # / No. de TVH: 11891 3938 RT0001
QST # / No. de TVQ: 1202728231 TQ 0001

ITEM/DESCRIPTION	RATE/TAUX	TAX/TAXE	TOTAL
Contribution year 1 // année 1	\$700.00	\$35.00	\$735.00
Contribution year 2 // année 2	\$700.00	\$35.00	\$735.00
SUBTOTAL/SOUS-TOTAL:			\$1,400.00
GST/TPS:			\$70.00
TOTAL:			\$1,470.00

Learn all about FCM's Special Advocacy Fund and your voluntary contribution:

<http://fcm.ca/advocacyfund>

PAYMENT / PAIEMENT

By cheque payable to / Par chèque à l'ordre de

Federation of Canadian Municipalities
Fédération canadienne des municipalités

By Electronic Funds Transfer/

Par transfert de fonds électronique

Royal Bank of Canada (RBC)
90 Sparks St, Ottawa, ON K1P 5T7
Transit Number/Numéro de transit: 00006
Account Number/Numéro de compte: 1006063
accountsreceivable@fcm.ca

Choose your preferred payment option below / Veuillez choisir votre option de paiement:

Acct# 27

Payment Amount / Montant Payé

Option 1 - Full payment / Paiement complet

OR / OU

Option 2 - Partial payment / paiement partiel

Due immediately - Year 1 - contribution /
Échéance immédiate - contribution - année 1

Due April 1st, 2019 - Year 2 - contribution /
Échéance le 1er avril 2019 - contribution - année 2

