

## BYLAW NO. 636

---

### A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES FOR PART OF ELECTORAL AREA A

---

**WHEREAS** the Regional District has, by Bylaw No. 480, established a service to provide fire protection within part of Electoral Area A;

**AND WHEREAS** the Strathcona Regional District may, pursuant to the *Local Government Act*, make agreements respecting the undertaking, provision and operation of a service;

**AND WHEREAS** the Regional District wishes to enter into an agreement with the City of Campbell River for the delivery of the said fire protection service;

**NOW THEREFORE** the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

#### **Agreement Authorized**

1. The Regional District may enter into an agreement with the City of Campbell River for the provision of fire protection services to that portion of Electoral Area A known as the Duncan Bay area.

#### **Form and Substance**

2. The agreement authorized in section 1 shall be substantially as set out in Appendix 'A', attached to and forming part of this bylaw.

#### **Authority to Execute**

3. The Chair and Corporate Officer shall have full authority to execute the agreement following adoption of this bylaw.

#### **Citation**


4. This bylaw may be cited for all purposes as Bylaw No. 636, being Duncan Bay Area Fire Protection Service Agreement Authorization Bylaw 2026.


**READ A FIRST TIME ON THE 25<sup>TH</sup> DAY OF MARCH, 2026**

**READ A SECOND TIME ON THE 25<sup>TH</sup> DAY OF MARCH, 2026**

**READ A THIRD TIME ON THE 25<sup>TH</sup> DAY OF MARCH, 2026**

**RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 25<sup>TH</sup> DAY OF MARCH, 2026**

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Corporate Officer

**APPENDIX 'A'**

**DUNCAN BAY AREA FIRE PROTECTION AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**BETWEEN:**

**STRATHCONA REGIONAL DISTRICT**, a regional district incorporated under the *Local Government Act* of British Columbia and having an office at 990 Cedar Street, Campbell River, B.C., V9W 7Z8

(the "Regional District")

**OF THE FIRST PART**

**AND:**

**CITY OF CAMPBELL RIVER**, a municipality incorporated under the *Local Government Act* of British Columbia having an office at 301 St. Ann's Road, Campbell River, B.C. V9W 4C7

(the "City")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Regional District is empowered by Bylaw No. 480 to provide a fire protection service to the Duncan Bay area of Electoral Area A.
- B. The City has offered to provide the said fire protection service to the Regional District on a proportionate share of assessed values basis.
- C. The Regional District and the City wish to enter into an agreement to provide the fire protection service in the Duncan Bay Area (the "service area") more particularly shown on Exhibit 'A' on the terms and conditions contained herein.

**NOW THEREFORE** in consideration of the covenants herein contained and other good and valuable consideration, the Regional District and the City covenant and agree as follows:

**DEFINITIONS**

In this Agreement, unless the context otherwise requires:

**"designate"** means the person who, in the absence of the fire chief, is assigned to be in charge of a particular activity of the fire department.

**"fire chief"** means the individual appointed by the City as fire chief of the fire department or any designate thereof.

**"fire department"** means the City of Campbell River Fire Department.

**"fire protection service"** means the provision of emergency incident response including but not limited to the current fire suppression service provision provided by the Campbell River Fire

Department in the interests of public safety and security but, for certainty, does not include fire inspection or investigation services.

**“medical first responder service”** means the provision of, training, equipping, and deploying of personnel to provide pre-hospital care to patient(s) until relieved by BC Emergency Health Services.

**“fire services bylaw”** means a fire services bylaw establishing the provision of fire protection services in the service area.

**“officer-in-charge”** means the fire department member who, in the absence of the fire chief and the deputy fire chief, is the next ranking officer or senior member present at the location of an incident.

**“operational responsibility”** means the responsibility to deliver the services to members of the public.

**“governance responsibility”** means the responsibility to administer the delivery of the services on behalf of the public.

**“rescue service”** means support to people involved in incidents, where specialized skills such as vehicle extrication, rope rescue and other specialized rescue services and equipment are required.

**“services”** means fire protection service, medical first responder service and rescue service.

## **PROVISION OF SERVICES**

1. The City agrees to provide services, in the form of fire protection service, medical first responder service and rescue service (collectively the “services”) and to retain operational responsibility for the services in accordance with the terms and conditions of this Agreement.
2. It is understood that the provision of services by the City in the service area is limited by the same factors established in the City’s Standard of Cover and Levels of Service that limit the provision of the services within the City and that the City will not be liable as a result of the effect of any of these limitations on any incident response.
3. The Regional District agrees to pay the City such funds as may be authorized pursuant to Section 17 of this Agreement as full payment for providing the services.
4. It is understood by both parties that the City may need to engage other agencies or partners in the provision of service to the Regional District as required and appropriate for the mitigation of incidents. If the City engages such agencies or partners, any costs billed to the City by the agencies or partners shall be paid by the Regional District within thirty days of receipt. Except in the case of an emergency, the City will work with the Regional District before engaging contracted agencies to establish costs and payment associated with resources outside of its direct control required for the mitigation of incidents in the service area.

## **TERM OF AGREEMENT**

5. The Effective date of this Agreement shall be **April 1, 2026** and remain in effect for a term of five (5) years (the ‘Term’) ending on **March 31, 2031**.

6. The parties may modify, extend, or renew this agreement by mutual consent in writing.

**STANDARDS OF SERVICE**

7. In providing the services the City agrees that:
  - (a) it will comply with all laws, statutes, regulations, bylaws, and orders of any authority having jurisdiction;
  - (b) all personnel involved in providing the services will be properly trained and certified to perform the work that they are expected to do;
  - (c) it will provide residents and property owners with the same level of services provided under this Agreement that it provides to residents and property owners within the City of Campbell River.
8. Notwithstanding section 7(c), the Parties agree that nothing in this Agreement obligates the City to provide services in a manner that exceeds the level of service provided by the City to owners or occupiers of property within the City.
9. The Parties agree that the fire chief, designate or officer-in-charge 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 any incident or emergency response within the service area that is reported to the fire department, and that the fire chief, designate or officer-in-charge has the discretion to assign the priority of response to concurrent incidents as per the BC Emergency Medical Services model, and that the City shall not be liable under this Agreement as a result of the fire chief, designate or officer-in-charge exercising that discretion.
10. The Regional District acknowledges that in providing the services the City relies on off duty and paid on call firefighters. The Regional District agrees that the response to any particular incident within the service area may be adversely affected where insufficient off duty and paid on call firefighters turn out in response to a call-out and agrees that the City shall not be liable under this Agreement as a result.
11. The Regional District agrees that the City is not responsible for ensuring access to and identification of properties within the service area and will not be liable under this Agreement if a response is delayed or not made because access is obstructed or not possible, or if response is delayed due to issues with property identification.
12. The Regional District agrees that the City shall not be liable under this Agreement if an insufficiency of water adversely affects an incident response by the fire department in the service area.
13. Both parties acknowledge and agree that the City has competing priorities in providing the services both within the boundaries of the City and other areas of the Regional District. The Parties agree that these competing priorities will be taken into account when determining whether the City has breached any obligation to provide the services in any given circumstance.
14. The Regional District represents and warrants that by entering into this Agreement and by City Council resolving to approve this Agreement:
  - (a) the fire chief and fire department is authorized to exercise all the powers, duties and functions for the services provided under this Agreement; and
  - (b) the Regional District will advise the City of the enactment of any bylaws, or amendments to any bylaws, related to the provision of the services in the service area.
15. The Regional District will mail a notice annually to all known residents and property owners within

the service area advising that:

- (a) it is the responsibility of each property owner to provide adequate and sufficient access to the owner's property, including snow and ice removal, access roadway widths, access roadway grades and that the access must be of sufficient construction necessary to accommodate the fire department's apparatus size, weight and turning radius; and
- (b) it is the responsibility of property owners and occupiers to ensure that adequate civic property numbering is visible at the end of access roads where the building is more than 10 metres from the public roadway or otherwise obscured from view.

### **SERVICE AREA**

16. The area covered by this Agreement (the 'service area') are the properties in the Duncan Bay Road/Gordon Road area of Electoral Area A as shown on Exhibit 'A', attached to and forming part of this Agreement.

### **FUNDING BY REGIONAL DISTRICT**

17. The Regional District shall pay the City an amount equivalent to its proportionate share of fire service costs, calculated based on the assessed values of all properties located within the designated service area as identified in Section 16, "Service Area." The proportionate share of costs shall be determined as follows:

- a) The net annual operating and capital budget for the services shall be calculated by the City. This calculation shall include all anticipated expenses and will deduct any anticipated revenues received from other sources to determine the net costs to be shared among participating parties.
- b) The Regional District's share of the net budget shall be allocated proportionally, based on the aggregate of the converted assessed property values as determined by BC Assessment. The proportion shall reflect the Regional District's share of the total assessed value of all properties within the service area, relative to the total assessed value of all properties covered under a fire service cost-sharing agreement.
- c) If actual fire service costs for the year exceed the budgeted amounts, the Regional District shall provide an additional payment to the City, calculated based on its proportionate share of the additional actual costs. Conversely, if actual costs for the year are less than budgeted, the City shall remit to the Regional District its proportionate share of the cost savings. The City acknowledges that the Regional District may be required to obtain approval of the electors of the service area if the amount determined above exceeds the limit that has been fixed for providing the services.

### **BILLING**

18. Each year of the agreement, the City will invoice the Regional District for its proportionate share of costs, based on the methodology outlined below.

- (a) Annually, the City will provide to the Regional District by February 28 the most recently approved five-year budget for operating and capital costs for Services agreed upon under this Agreement (during election years this may be delayed in which case approved budgets as part of the prior approved 10-year financial plan will be used until the current year is approved and adopted).

- (b) The City will issue an invoice to the Regional District in August of each year for the proportionate share of budgeted costs to deliver the services for the calendar year.
- (c) The City will reconcile actual costs for services provided to the Regional District as of December 31 and will invoice or remit to the Regional District on or about March 1 of each year the difference between the budgeted amount and actual costs incurred by the City in the preceding calendar year to deliver the services.
- (d) The Regional District shall notify the City in writing if any portion of an invoice is disputed within 30 days following the receipt of the invoice. The failure to notify the City of the existence of disputed amounts within the aforementioned period shall be deemed acceptance of the amounts shown in said invoice.
- (e) Any amounts outlined in Section 17 owing to the City that remain unpaid thirty (30) days after the date of billing, save those charges that may be in dispute, shall be subject to interest and/or penalties in accordance with the City's Miscellaneous Fees and Charges Bylaw No.3397, 2009, as amended from time to time.

### **EACH PARTY RESPONSIBLE FOR ITS OWN EXPENSES**

19. The City shall be responsible for all costs associated with operational responsibility for the services under this Agreement, and the Regional District shall be responsible for all costs associated with governance responsibility.

### **INSURANCE**

20. Each party shall, throughout the term of this Agreement, maintain and pay for a comprehensive general liability insurance policy or policies with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury and property damage.
- (a) Each Party shall furnish the other, on request, with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any renewal of insurance policy or policies. Every certificate of insurance shall include confirmation by the insurer that the certificate specifically conforms to all of the provisions required herein.

### **INDEMNITY**

21. The Regional District indemnifies and saves harmless the City and its elected officials, officers, employees and agents against all claims, demands, actions, suits, loss, damage, costs (including legal costs), charges and expenses, including bodily injury or death (collectively "Claims") which the City may incur, suffer or be put to arising, directly or indirectly, out of or in connection with this Agreement or the provision of the services, arising from any negligent act or omission of the Regional District or any breach by the Regional District of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligent act or omission of the City or any breach by the City of any of its obligations, representations, warranties or covenants under this Agreement.
22. Without limiting and in addition to the indemnification in section 21 of this Agreement, the Regional District indemnifies and saves harmless the City and its elected officials, officers, employees and agents against all claims, demands, actions, suits, loss, damage, costs (including legal costs), charges and expenses, including bodily injury or death (collectively "Claims") which the City may incur, suffer or be put to arising out of or in connection with entry on to private property in order to provide the services
23. The City indemnifies and saves harmless the Regional District and its elected officials, officers,

employees and agents from and against all claims, demands, actions, suits, loss, damage, costs (including legal costs), charges and expenses, including bodily injury or death (collectively "Claims") which the Regional District may incur, suffer or be put to arising from any negligent act or omission of the City or any breach by the City of any of its obligations, representations, warranties or covenants under this Agreement, unless such Claims arise in whole or in part by any negligent act or omission of the Regional District or any breach by the Regional District of any of its obligations, representations, warranties or covenants under this Agreement.

**TERMINATION**

24. If the City fails to comply with or is in breach of any of the terms and conditions of this Agreement, the Regional District may serve written notice on the City requiring the City to remedy the default within thirty (30) days from receipt of such notice, and if the City fails to remedy the default or take such steps as may reasonably be taken to correct or remedy the default within such time period, the Regional District may terminate this Agreement forthwith.
25. If the Regional District fails to fund the costs as defined in section 17 then the City may serve written notice on the Regional District to remedy the default within thirty (30) days from receipt of such notice, and if the Regional District fails to remedy the default or take such steps as may reasonably be taken to correct or remedy the default within such time period, the City may terminate this Agreement forthwith.
26. At any time during the Term, either party may terminate this Agreement on six (6) months written notice to the other party, and upon the expiration of six (6) months from the date of receipt of such notice, this Agreement shall be terminated.
27. In the event this Agreement is terminated each party will be entitled to retain the assets they have contributed to the services under this Agreement or a previous agreement, subject to payment of all outstanding debts, borrowing and other liabilities.

**CONTRACTUAL RELATIONSHIP**

28. It is understood that this Agreement is strictly between the Regional District and the City and is not to be interpreted as an employment or agency relationship between the Regional District and the City and their employees and/or their agents, or contractors and/or their employees. Should any differences arise between the City and any of its employees, agents, contractors, or their employees, they shall be resolved directly between them and the City in this connection.

**ASSIGNMENT**

29. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by a party without the prior written consent of the other party, and any attempt to do so without such consent will be of no force and effect.

**ENTIRE AGREEMENT**

30. The provisions herein contained constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all previous communications, representations, and agreements, whether verbal or written, between the parties.

**FURTHER AGREEMENTS**

- 31. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
- 32. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

**INTERPRETATION**

- 33. Wherever the singular or masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context of the parties so requires.
- 34. The headings to the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

**NOTICES BETWEEN PARTIES**

- 35. All notices, requests and demands required or permitted to be given hereunder shall be given in writing and may be delivered personally, or sent by email, telegram, telex or facsimile transmission to the parties at the addresses on the first page of this Agreement, and all notices, requests and demands shall be deemed to have been received when sent electronically or, if mailed, on the seventh calendar day after being mailed.

**WAIVER**

- 36. 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.

**BINDING EFFECT**

- 37. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

**TIME**

- 38. Time shall be of the essence of this Agreement.

**CUMULATIVE REMEDIES**

- 39. 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.

**COUNTERPARTS**

- 40. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart will be deemed to be an original. All counterparts will be construed together and will constitute one and the same Agreement.

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

The Corporate Seal of )  
the STRATHCONA REGIONAL )  
DISTRICT was hereunto affixed )  
in the presence of: )

\_\_\_\_\_) )  
Chair )  
\_\_\_\_\_) )  
Corporate Officer )

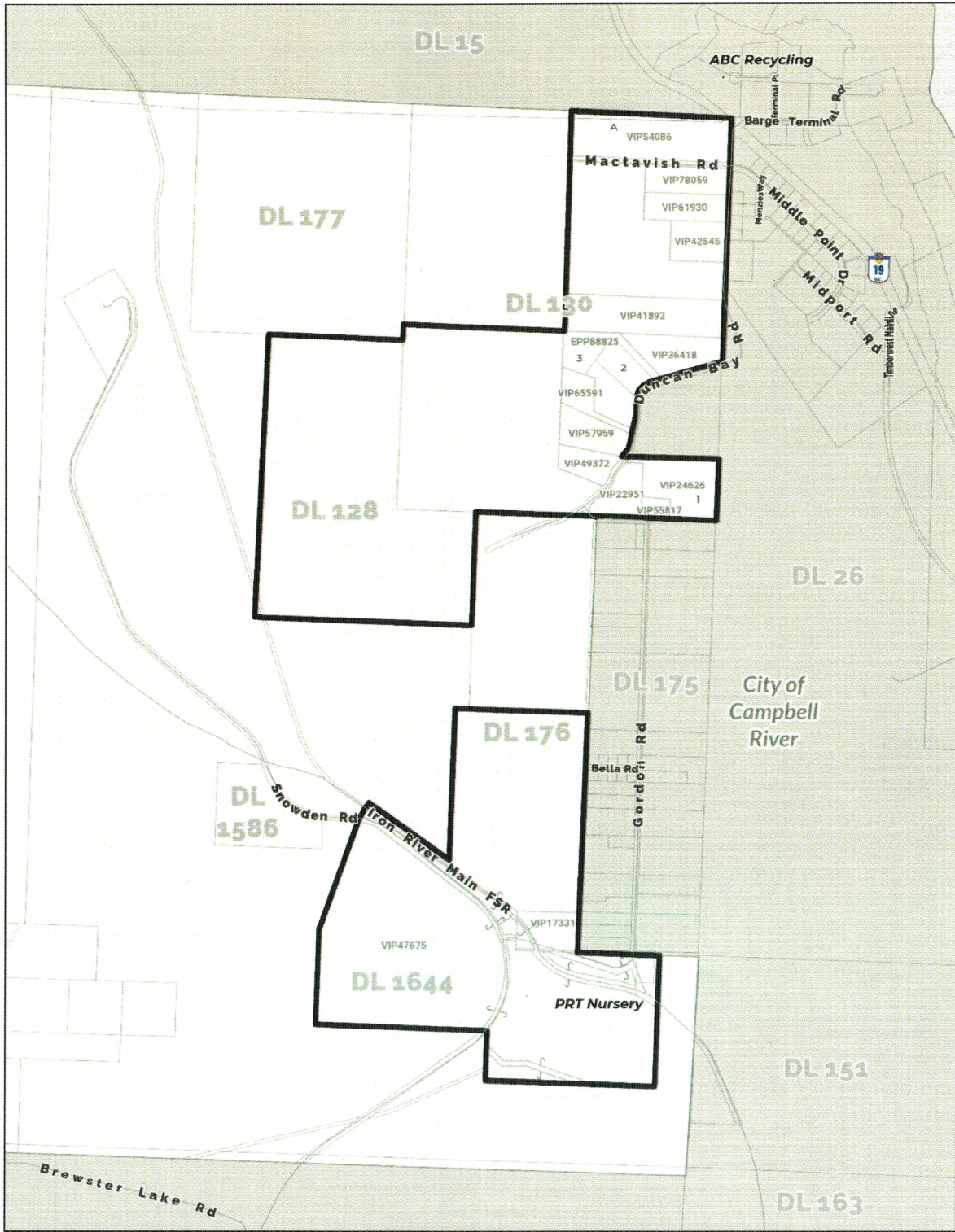
C/S



The Corporate Seal of the )  
CITY OF CAMPBELL RIVER was )  
hereunto affixed in the presence of: )

\_\_\_\_\_) )  
Mayor )  
\_\_\_\_\_) )  
Corporate Officer )

C/S

**Exhibit 'A' – Service Area**



-  Proposed Fire Protection Service Area
-  City of Campbell River