

Staff Report to Council

Fire & Rescue Services

FILE: 06-2240-01/22

REPORT DATE: February 11, 2022 **MEETING DATE:** March 01, 2022
TO: Mayor and Council
FROM: Mike Larsson, Director of Fire Services
SUBJECT: Contract for Services – Ridge Meadows Search and Rescue

CHIEF ADMINISTRATIVE OFFICER REVIEW/APPROVAL:



RECOMMENDATION(S):

THAT Council:

- A. Approve the renewal of the Contract for Services for the provision of Search and Rescue Services as outlined in Attachment B of the Staff Report dated February 11, 2022 with a yearly increase of 2.0%; AND
- B. Request that the Mayor and Corporate Officer execute the Contract not to exceed its 5 year term; OR
- C. Other.

PURPOSE

The current agreement between the two parties expired on December 31, 2021 and staff recommends that it be renewed with annual increases of 2%.

☐ Information Report ☒ Decision Report ☐ Direction Report

DISCUSSION

Background:

Ridge Meadows Search and Rescue responds to requests from Ridge Meadows RCMP and the Pitt Meadows Fire & Rescue Service related to search and/or rescue of a person or

persons who are reported lost or injured and carry out and/or assist in carrying out technical rope rescue or water related rescue of a person or persons.

Relevant Policy, Bylaw or Legislation:

Council Policy C038 - Fire & Rescue – Service Level Establishment & Limitations [Attachment A] establishes the limitations of services as authorized by City Council. Specifically, Section 4 outlines the department’s operational limitations for which an agreement with an external agency is required.

Analysis:

Proposed terms and conditions have remained unchanged from the previous agreement between the Parties except narrative was added related to the following:

Per section 2 of the proposed agreement, this contract shall continue on a month to month basis with all terms and conditions attached, until both parties enter a new agreement or until written notice or cancellation has been submitted and the appropriate notice period has lapsed; this clause provides the City with certainty of service continuity while a new agreement is being negotiated.

The proposed agreement, as amended, is included as Attachment B.

COUNCIL STRATEGIC PLAN ALIGNMENT

- ☐ Principled Governance ☐ Balanced Economic Prosperity ☐ Corporate Excellence
☒ Community Spirit & Wellbeing ☐ Transportation & Infrastructure Initiatives
☐ Not Applicable

FINANCIAL IMPLICATIONS

- ☐ None ☒ Budget Previously Approved ☐ Referral to Business Planning
☐ Other

Policy C040 – Leases and Licences to Occupy states that Council will determine the annual increase, if any, based on either the most current CPI rate for Vancouver or as otherwise resolved by Council to be applied to agreements that have an annual review of fees. This policy applies to Leases and Licenses to Occupy but in absence of policy in regards to Contract for Services, CPI increases are recommended.

The fees to be paid each January of the agreement are outlined in the following table. It is recommended that Council provide staff with direction to apply a 2% annual increase for each year in the term of the Contract for Ridge Meadows Search and Rescue Services.

In 2021, the CPI rate is 2.7% which is higher than the tentatively negotiated rate of 2% per annum. Implementation of an annual increase of 2% facilitates a simple approach to annual increases rather than calculating a fluctuating CPI rate. This strategy ultimately allows each entity to accurately forecast revenue and/or expenses year over year.

For the convenience of both parties, the annual fee, including the negotiated increase, are stated in dollars below.

Year	Annual Fee
2022	\$16,086.00
2023	\$16,408.00
2024	\$16,736.00
2025	\$17,071.00
2026	\$17,412.00

PUBLIC PARTICIPATION

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Comment(s):

KATZIE FIRST NATION CONSIDERATIONS

Referral ☐ Yes ☒ No

None identified.

SIGN-OFFS

Written by:

Reviewed by:

Mike Larsson,
Director of Fire Services

ATTACHMENT(S):

- A. Policy C038 – Fire & Rescue – Service Level Establishment & Limitations
- B. Contract for Services between The City of Pitt Meadows and Ridge Meadows Search & Rescue, 2022 – 2026.

PITT MEADOWS POLICY MANUAL	POLICY NO. C038
SUBJECT: Fire & Rescue - Service Level Establishment & Limitations	Approved: February 23, 2016 Reaffirmed:

1) PURPOSE:

To provide direction to the City of Pitt Meadows Fire & Rescue Service ("Fire & Rescue Service") on establishment and limitations of services authorized by City Council.

2) BACKGROUND:

- a) The City of Pitt Meadows has directed that the Fire & Rescue Service operational model is to be primarily undertaken by a volunteer Paid on Call membership ("POC"). This model is consistent with the budgetary and operational capabilities and requirements of the City of Pitt Meadows, as determined by City Council.
- b) The Fire & Rescue Service operates pursuant to section 3.6.1 of City of Pitt Meadows ***Fire Protection and Life Safety Bylaw No. 2405***. The Fire Chief, as appointed by City Council, is responsible for the safe, effective and efficient operation and administration of the fire & rescue service.
- c) The *British Columbia Fire Service Minimum Training Standards: Structure Firefighters – Competency and Training Playbook* (May 2015), as set under paragraph 3(3)(b) of the British Columbia (BC) ***Fire Services Act*** is hereby recognized as the applicable Provincial Statute under which emergency response and training activities of the Pitt Meadows Fire & Rescue Service will be based.

3) OPERATIONAL STANDARD

- a) The Fire & Rescue Service is authorized to provide fire suppression activities in accordance with and subject to the limitations set out in the **Full Service Operations Level**, as generally described in the Playbook and considering any and all limitations contained within this Policy.
- b) The City of Pitt Meadows ***Fire Protection and Life Safety Bylaw No. 2405*** defines "Assistance Response" as aid provided in respect of fires, alarms, explosions, medical emergencies or incidents, floods, earthquakes or other natural disasters, escape of dangerous goods, rail transport or aeronautical incidents, motor vehicle or other accidents, or circumstances necessitating rescue efforts.

4) OPERATIONAL LIMITATIONS:

Availability for Assistance Response will be determined by the Fire & Rescue Service on a case-by-case basis and is dependant on the circumstances, availability of service, level of training and skill of responding personnel, timing and resources. The following levels of service for Assistance Response are not directly performed by the Fire & Rescue Service:

A. Technical Rescue:

- i) No High Angle Rope Rescue capability – contracted through aid agreement or other agency/contractor, if available;
- ii) No Swift Water Entry or Ice Rescue capability - contracted through aid agreement or other agency/contractor, if available;
- iii) No Confined Space Rescue capability - contracted through aid agreement or other agency/contractor, if available; and
- iv) No Structural Collapse Rescue - contracted through aid agreement or other agency/contractor, if available.

B. Dangerous Goods / Hazardous Materials (HazMat) Technician Response:

- i) Technician Level response is not provided - contracted through aid agreement or other agency/contractor, if available.

C. Marine Firefighting and Rescue:

- i) Response to persons, vessels, aircraft or other vehicles in water bodies, as well as foreshore areas from the water side, is not provided - contracted through partner agency/contractor, if available.

D. Wildland-Urban Interface and Forestry Firefighting:

- i) The forested land in the north east corner of the jurisdiction is inaccessible to the fire department from the floodplain treeline boundary upwards. Similar conditions exist in portions of the Sheridan Hill area. Firefighting response to these areas is provided by BC Wildfire Branch by Agreement with the City.

The following components of Assistance Response are performed in a reduced/modified manner, by the Fire & Rescue Service:

A. Technical Rescue:

- i) Entrapment Rescue, such as vehicle extrication, capability is provided if the incident is determined by the Fire & Rescue Service to fall within its level of training, skill and available resources. Additional specialized back-up from Mutual Aid can be requested, if available.

B. Dangerous Goods / Hazardous Materials (HazMat) Operations Response:

- i) Operations Level response is dependant on the circumstances and is limited to simple vehicle fuel leaks/fires and simple compressed gas leaks/fires or other incident where it is determined by the Fire & Rescue Service to fall within its level of training, skill and its available resources; and
- ii) For all other incidents of this type, an Awareness Level of response will be provided by the Fire & Rescue Service depending on the nature of the incident, the level of training and skill, and the availability of resources. Specialized back-up from outside agencies, through agreement, is available if required.

C. Aviation Firefighting/Rescue:

- i) Fire & Rescue Service response to aircraft incidents is limited depending on the circumstances of the incident and whether Fire & Rescue Service determines that the incident is within its level of training and skill. Additional resources, including specialized aircraft firefighting apparatus, will be requested for major incidents; and
- ii) Firefighting capabilities of the Fire & Rescue Service are based upon use of traditional structural firefighting apparatus using firefighting foam application.

5) TRAINING STANDARD:

- a) The Fire & Rescue Service shall train its Principal Responding Members to the minimum competencies required by the Playbook for the Full Service Operations Level. The required training competencies, as described in the Playbook, will be achieved by all members within 36 months of start date.
- b) During this 36 month training period new firefighters will sequentially progress through the Exterior, then Interior Operations Service Level training as described in the Playbook. During this qualification period firefighters will only be authorized to perform the competencies they have successfully achieved.
- c) The Pitt Meadows Fire & Rescue Service has and will continue to establish Training Programs, applicable Operational Guidelines, Policies, Procedures, Lesson Plans and Evaluation Instruments that ensure compliance with the competencies and other requirements as described within the Playbook for all operational service levels.
- d) The Fire Chief will establish regular review and compliance checks to ensure that the ongoing requirements of the Playbook are adhered to and that Council is made aware of any required changes to operations or training in a timely manner.
- e) The Fire Chief will also establish Training Programs, applicable Operational Guidelines, Policies, Procedures and Lesson Plans for all departmental service delivery areas not specifically described within the Playbook Standard. These include, but are not limited to: incident command; personnel accountability; health & safety; aircraft incident response; vehicle rescue; water-borne emergencies; large animal rescue; and vehicle operations.

6) NON-SUPPRESSION LIMITATIONS:

The City of Pitt Meadows *Fire Protection and Life Safety Bylaw* No. 2405 describes activities related to Fire Prevention in sections 3.1.3 (b, c, d and f) as including development and building plan review, fire and safety inspections, fire investigations and fire and life safety education.

- A. The following components of Fire Prevention, are not directly performed by the Pitt Meadows Fire & Rescue Service at this time:
 - i) Fire & Rescue Service does not provided a registered professional review or assurance of Fire Protection System design drawings. Limited plan review will be conducted by various departments within the City of Pitt Meadows and its contractors, as applicable.
- B. The following components are performed in a reduced/modified manner by the Fire & Rescue Service:
 - i) Inspections of properties at the Pitt Meadows Regional Airport. Given the federal jurisdiction involved fire personnel will accompany airport staff on inspections of occupancies. The airport will then ensure enforcement of violations is carried out; and
 - ii) Investigation of major incidents, particularly those that involve serious injury or death. Such investigation should be provided with assistance from other jurisdictions such as law enforcement, Worksafe and the Office of the Fire Commissioner, as well as contractor agencies, as applicable; and
 - iii) Fire & Rescue Service's decision to undertake and conduct an investigation of major fire incidents is within its discretion depending on the circumstances of the incident, the required level of training and skill and the available resources.

7) ACCOUNTABILITY:

- a) The Fire Chief for the City of Pitt Meadows, or designate, is responsible for ensuring this policy is complied with through the use of appropriate department Operational Guidelines as well as service/aid agreements, service contracts, and/or partner agencies.
- b) In relation to any particular incident/assistance response, the department shall undertake only those emergency activities for which its actual responding members at the incident are properly trained and equipped. If additional assistance is required such assistance will be promptly requested from the most appropriate qualified agency/organization.
- c) The Fire Chief may determine to limit the fire suppression activities of the department to the Interior or Exterior Operations Service Level in circumstances where, because of turn-over in members or for other reasons, in the Fire Chief's view the department cannot ensure ongoing full service operations level response.
- d) Where the Fire Chief has made a determination under section 7(c), he or she shall immediately inform the CAO, including reasons for the decision. The Fire Chief may elect

to recommence providing Full Service Operations Level response when he or she considers it warranted, and shall inform the CAO when making such decision.

8) REVIEW:

The Fire Chief shall, on a regular basis or as directed, report to the City on the departments readiness, effectiveness and efficiency. The Fire Chief will ensure ongoing compliance with the contents of the policy and all other applicable Bylaws, Statutes or Regulations.

Additional Related Legislation/Standards/Policies/Bylaws/Agreements:

Fire Protection and Life Safety Bylaw #2405, 2009 and any amendments thereto.

British Columbia Fire Service Minimum Training Standards: Structure Firefighters – Competency and Training Playbook (May 2015), Office of the Fire Commissioner of BC

Pitt Meadows Ticket Information Bylaw #1401, 1993 and any amendments thereto

Contract for Services Agreement between the City of Pitt Meadows and Ridge-Meadows Search and Rescue, dated 1 January 2011 and any amendments thereto.

Computer Aid Dispatch Service Agreement, with Surrey Fire Service dated 8 December 2014 and any amendments thereto.

Mutual Aid Agreement for Fire Service Emergencies between the City of Pitt Meadows and the District of Maple Ridge and the Township of Langley and the District of Mission, 2009 and any amendments thereto.

Mutual Aid Agreement for Emergencies with all GVRD fire services, dated 13 October 1995 and any amendments thereto.

Joint Municipal Emergency Program Agreement between the District of Maple Ridge and the City of Pitt Meadows, dated 1 January 2013 and any amendments thereto.

First Responder Agreement with the Province of BC, dated 24 August 2009 and any amendments thereto.

Memorandum of Understanding between the Ministry of Forests and the District of Pitt Meadows, dated 23 February 1993 and any amendments thereto, as well as other current EMBC / Wildfire Branch policy and operating guidelines.

CONTRACT FOR SERVICES

THIS AGREEMENT effective the 1st day of January 2022

BETWEEN:

THE CITY OF PITT MEADOWS, having its offices at 12007 Harris Road, in the Municipality of Pitt Meadows, in the Province of British Columbia;

(hereinafter called the “City”)

OF THE FIRST PART

AND:

RIDGE MEADOWS SEARCH & RESCUE, a duly established Society under the Society Act, R.S.B.C., 1979, Chp. 390, and having its Operations Office at 23598 105th Avenue, in the Municipality of Maple Ridge, in the Province of British Columbia;

(hereinafter called “the Contractor”)

OF THE SECOND PART

WHEREAS the City recognizes the commitment, excellence and dedication of the Contractor;

AND WHEREAS both the City and the Contractor want their relationship formalized in order to assist them in the budgeting and planning of their respective operations;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises and of the covenants and agreements of the parties hereto, the parties hereto agree as follows:

Definitions

1. In this Agreement, unless the context otherwise requires:

“Chief Administrative Officer” means the officer appointed by the City’s Council as Administrative Head of the City.

“City” means The City of Pitt Meadows.

Term

2. The term of this Agreement shall be for five (5) years from January 1, 2022 to December 31, 2026 inclusive. This contract shall continue on a month to month basis with all terms and conditions attached, until both

parties enter a new agreement or until written notice or cancellation has been submitted and the appropriate notice period has lapsed.

Performance of Services

3. The Contractor shall perform and complete the following services in a careful, skillful, diligent, efficient manner and in a manner in keeping with the standards of the Provincial Emergency Program:
 - (a) respond to requests from the Ridge Meadows R.C.M.P. to carry out a search or rescue of a person who is reported lost or injured;
 - (b) respond to requests from the Pitt Meadows Fire Department to carry out, and/or assist in, technical rope rescue or water related rescue of a person or persons;
 - (c) maintain the equipment and vehicles owned or operated by the Contractor in good condition;
 - (d) conduct the searches, rescues, training sessions and other activities of the Contractor in a respectable and professional manner in order to continue the good reputation of the Contractor and the City; and
 - (e) carry out any other activities described in the Contractor's mandate or Constitution, which benefit the residents and visitors to the City.

Payment

4. Subject to the terms and conditions of this Agreement and in consideration of the performance of the services set out in Section 3 above, the City shall pay to the Contractor an annual fee as outlined in the table below:

Year	Annual Fee
2022	\$16,086.00
2023	\$16,408.00
2024	\$16,736.00
2025	\$17,071.00
2026	\$17,412.00

5. The City shall pay the Contractor's annual fee in January of the service year.
6. The Contractor shall provide to the City:
 - (a) annual Financial Statements no later than One Hundred and Twenty (120) days after the fiscal year-end of the Contractor; and

- (b) an annual written report on Ridge Meadows Search & Rescue operations.

Insurance

- 7. The Contractor shall have Comprehensive General Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00) for each occurrence for bodily injury and property damage and the City is to be added as an additional insured under the contractor's liability insurance. It is understood that this insurance is provided by the Province of British Columbia to all Search and Rescue group volunteers registered with the Province of British Columbia, and is based on historic information as well as on the Good Samaritan Act, R.S.B.C., 1979, Chp. 155.
- 8. The Contractor agrees to obtain and maintain during the term of this Agreement, in the name of the Contractor, at the Contractor's expense, insurance on all of the Contractor's equipment, including motor vehicles, sufficient to replace the equipment as well as liability and collision insurance in an amount acceptable to the City.
- 9. Each policy of insurance mentioned above, must provide that it cannot be cancelled, lapsed or materially altered without at least Thirty (30) days notice in writing to the City by registered mail.
- 10. The Contractor agrees to provide to the City proof of the above-mentioned insurance before commencing any work under this Agreement.

General Provisions

- 11. This Agreement shall not be assigned in whole or in part by the Contractor, without the prior written consent of the Chief Administrative Officer and any assignment made without that consent is void and of no effect.
- 12. This is an Agreement for the performance of services and the Contractor is engaged under the Agreement as an independent contractor for the sole purpose of providing the services. Neither the Contractor nor any of the Contractor's members are engaged under this Agreement as an employee, servant or agent of the City.
- 13. The Contractor agrees to be solely responsible for any and all payment and deductions required to be made by law, including those required for Canada or Quebec pension Plans, Unemployment Insurance, Workers' Compensation, Goods and Services Tax or Income Tax.
- 14. The Contractor shall not represent itself to be, nor in any way hold itself out to be, an employee or agent of the City.

15. This Agreement may not be amended or modified, nor shall any of its terms and conditions be waived, except by subsequent agreement in writing and executed by both parties.
16. Any notice, request, direction or other communication desired or required to be given or made hereunder by either party shall be given or made in writing and may be served personally on the Corporate Officer or the Contractor or forwarded by registered mail to the Corporate Officer or to the Contractor at the address shown on Page 1 of this Agreement, respectively, and any notice, request, direction or other communication so given or made shall be deemed to have been effectively given:
- (a) if served personally, on the day it is delivered; and
 - (b) if forwarded by registered mail, when the postal receipt is acknowledged by the other party.
17. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference herein.

Termination

18. This Agreement may be terminated by either party only upon the breach of a fundamental term of this Agreement or once Ninety (90) days notice is provided to the other party. This City shall pay the Contractor for the services satisfactorily performed to the termination date. The Contractor will reimburse the City for services paid for, and not performed, on a pro-rated basis.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the

_____ day of _____, 2022.

City of Pitt Meadows

RIDGE MEADOWS SEARCH & RESCUE SOCIETY

Mayor

Authorized Signatory

Corporate Officer

Print Name