

File No. 04-1000-20-2016-050

April 12, 2016

s.22(1)

Dear s.22(1) :

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am writing in response to your request received on February 10, 2016, for:

**The 2015 Fireboat Consortium Agreement between the Port Metro Vancouver and the City of Vancouver concerning two new fireboats.**

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.17(1) and s.21(1) of the Act. You can read or download those sections here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (04-1000-20-2016-050); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to be 'B. Van Fraassen', with a stylized, cursive-like flourish.

Barbara J. Van Fraassen, BA  
Director, Access to Information  
*City Clerk's Department, City of Vancouver*  
Email: [Barbara.vanfraassen@vancouver.ca](mailto:Barbara.vanfraassen@vancouver.ca)  
Telephone: 604.873.7999

Encl.

:cf

File No.: 12-1339

**MEMORANDUM**

August 19, 2015

**TO:** Janice MacKenzie, City Clerk

**cc:** Sadhu Johnston, Deputy City Manager - City Manager's Office  
Frances Smit, Financial Analyst - Financial Planning and Analysis  
Patrice Impey, General Manager, Finance, Risk & Business Planning - Office of General Manager  
Andrew Matterson, Category Manager - Supply Chain Management

**FROM:** Heidi Granger, Solicitor, Law Department

**SUBJECT:** Marine Fire Protection Services Agreement dated July 31, 2015 between City of Vancouver and Vancouver Fraser Port Authority (Port Metro Vancouver) (the "Agreement")

Enclosed please find an originally executed copy of the above-noted Agreement for filing. Please note the following:

<b>TYPE OF AGREEMENT</b>	One (1) originally signed Agreement
<b>DATE OF AGREEMENT</b> (if this date is execution date and there is more than one date, use the latest date as the date of the agreement)	July 31, 2015
<b>PARTIES</b> (complete names)	City of Vancouver and Vancouver Fraser Port Authority (Port Metro Vancouver)
<b>CIVIC ADDRESS</b> (no abbreviations - must be searchable)	N/A
<b>LEGAL DESCRIPTION</b> (no abbreviations - must be searchable)	N/A
<b>EXPIRY DATE</b> (indicate "N/A" if there is no expiry date)	September 1, 2030

Page 1

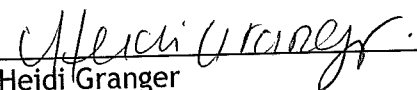
{00298804v1}

City of Vancouver, Law Department  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4  
Canada  
Telephone: (604) 873-7512  
Fax: (604) 873-7445

**Site/Delivery Address:**  
401-515 West 10<sup>th</sup> Avenue  
Vancouver, BC V5Z 4A8  
Canada



<b>REMINDER DATE</b> (if there are no expiry/retention dates, <b>THIS MUST BE FILLED IN</b> - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerks will use this date to remind us to review the agreement to determine whether it can be sent to Records)	
<b>RETENTION DATE</b> (if there is an expiry date, fill in the date that the City Clerk may send this document to Records - usually one year after expiry date)	September 1, 2031
<b>STAFF INVOLVED:</b> (this may be more than one person)  make sure you indicate the person's name, department (including division) and telephone number	Heidi Granger Solicitor, Law Department Phone: 604.829.2001  Sadhu Johnston Deputy City Manager Phone: 604.873.7627  Frances Smit Financial Analyst, Financial Planning Phone: 604.673.8349  Patrice Impey General Manager, Finance, Risk & Business Planning Phone: 604.873.7610  Andrew Matterson Category Manager, Supply Chain Management Phone: 604.829.2066
<b>FILE NUMBER</b> (Law Department file number)	12-1339

  
 Heidi Granger

HG:rfs  
 Attachment

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## MARINE FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT is made as of the 31st day of July, 2015,

BETWEEN:

CITY OF VANCOUVER, a municipal corporation, having  
an office at 453 West 12<sup>th</sup> Avenue, Vancouver, British  
Columbia, V5Y 1V4

(the "City")

AND:

VANCOUVER FRASER PORT AUTHORITY, a port  
authority established pursuant to the *Canada Marine  
Act* and agent of Her Majesty the Queen in Right of  
Canada, doing business as Port Metro Vancouver, having  
an office at 100 The Pointe, 999 Canada Place,  
Vancouver, British Columbia, V6C 3T4

("PMV")

(The above listed parties are hereinafter sometimes referred to individually as "Party"  
and collectively as the "Parties")

### BACKGROUND:

- A. The Parties, together with other Member Municipalities (as defined herein), entered into an Operating and Management Agreement for Marine Firefighting Services in the Port of Vancouver dated August 27, 1991, as amended and extended by a First Addendum dated as of October 12<sup>th</sup>, 2011 and as further amended and extended by a Second Addendum dated as of December 31, 2013 (the "Consortium Agreement").
- B. The Parties no longer wish to be part of a consortium, but PMV wishes the City to provide it with upgraded marine fire response services on the basis that PMV will be responsible for certain costs incurred by the City in providing it with such services as set out in this Agreement.
- C. The City is empowered pursuant to Section 310(e) and (f) of the *Vancouver Charter* to make agreements with municipalities, regional districts, the Provincial government or the Federal government for the provision of the City's fire fighting services, or use of the City's fire fighting equipment or communication or dispatch systems inside or outside the City and is further empowered to enter into agreements with owners or occupiers or property situate outside the limits of the City for the providing of fire protection to such property and for the collecting of such charges therefore as may be agreed upon.
- D. The Parties now wish to enter into a new form of agreement (this "Agreement") to take effect upon the expiry of the Consortium Agreement whereby the City will provide upgraded marine fire response services to PMV on the terms and conditions set out herein.

NOW THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

## 1. INTERPRETATION AND DEFINITIONS

1.1. Except as otherwise defined herein, the following terms will have the following meanings in this Agreement:

- (a) **"Additional Services"** means those services provided by the City to PMV when a Call or an Outside Call requires more than the Standard Services;
- (b) **"Additional Services Call"** means an event initiated by PMV making a request to the City to provide it with Additional Services;
- (c) **"Annual Cost"** means the annual fee set out in Row 1 of Table 1 of Schedule D to be paid to the City by PMV in accordance with Section 5.1 of this Agreement for an allotted number of Calls within the Service Area, which fees are subject to adjustment in accordance with Article 6;
- (d) **"Call"** means an event occurring within the Service Area initiated by PMV making a Request to the City to provide it with Standard Services which results in the City responding to such Request and providing Standard Services pursuant to this Agreement;
- (e) **"Call Fees"** means those fees for Standard Services or Additional Services set out in Row 2 of Table 1 of Schedule D to be paid by PMV to the City in accordance with Section 5.2 for each Call or Additional Services Call not covered by the Annual Cost;
- (f) **"Call Time"** means that duration of an Outside Call or Crew-Only Call which Call Time is calculated in accordance with Section 4.5;
- (g) **"Crew-Only Call"** means an event initiated by PMV making a Request to the City to provide it with Crew-Only Services either within the Service Area or the Extended Service Area which results in the City responding to such Request and providing Crew-Only Services pursuant to this Agreement;
- (h) **"Crew-Only Fees"** means those hourly fees for Crew-Only Services provided by the City to PMV during a Crew-Only Call, the amount of which Crew-Only Fees are set out in Row 4 of Table 1 of Schedule D;
- (i) **"Crew-Only Services"** means those fire response services to be provided by VF&RS crew over and above four people within the Service Area or the Extended Service Area attending without a fireboat which services are incremental to and not included in the scope of Services, and for which PMV will pay to the City the Crew-Only Fees;
- (j) **"Effective Date"** means September 1, 2015;
- (k) **"Eligible Municipalities"** means a municipality, whether incorporated or unincorporated, other than a Member Municipality requiring Services who has executed a Standard Agreement and agreed to pay the fees set out in Table 3 of Schedule D;
- (l) **"Event of Force Majeure"** means acts of God or public enemy, wars (declared or undeclared), revolution, riots, insurrections, civil commotions, earthquakes, floods, tsunamis, hurricanes or severe storms, spills of hazardous materials, slides, epidemics, quarantine restrictions, strikes or lockouts, including illegal work stoppages or slowdowns, freight embargos or power failures, provided that any such event or circumstance reasonably constitutes a material disabling event or circumstance which

is beyond the reasonable control of a Party, does not arise from the neglect or default of a Party, and which results in a material delay, interruption or failure by a Party in carrying out its duties, covenants or obligations under this Agreement, but which does not mean or include any delay caused by PMV's lack of funds or financial condition (and for greater certainty, a strike or lockout, including illegal work stoppages or slowdowns, will be considered beyond the reasonable control of a Party and not to arise from the neglect or default of that Party, it being understood that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of that Party);

- (m) **"Extended Service Area"** means that area in which the City may provide Services to PMV during an Outside Call as shown outlined in bold in Schedule C;
- (n) **"Fees"** means, collectively, the Annual Cost, Call Fees, Crew-Only Fees and the Outside Call Fees;
- (o) **"Former Service Area"** means the service area formerly covered by the Consortium Agreement including, without limitation, the shorelines and waters of the Member Municipalities, Port Moody and Burnaby;
- (p) **"License Areas"** has the meaning given to such term in section 3.1;
- (q) **"Losses"** means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses (including, without limitation, legal fees, disbursements and expenses), indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (r) **"Marine Facilities"** means all fireboats owned by the City including those purchased by the City in accordance with the terms and conditions of the Consortium Agreement together with all other equipment or installations required by the City to provide Services to PMV, Member Municipalities and to any Eligible Municipalities as further set out in Section 2.1, which may be replaced by the City at its discretion from time to time;
- (s) **"Member Municipalities"** means the District of North Vancouver, the City of North Vancouver and the District of West Vancouver and **"Member Municipality"** means any one of them, provided that should any other municipality enter into a contract with the City in substantially the same form as this Agreement, such municipality will be deemed to be a Member Municipality;
- (t) **"Outside Call"** means an event occurring within the Extended Service Area initiated by PMV making a Request to the City to provide it with Services in the Extended Service Area which results in the City responding to such Request and providing Services pursuant to Section 4.3 of this Agreement;
- (u) **"Outside Call Fees"** means those hourly fees set out in Row 3 of Table 1 of Schedule D for Services provided by the City to PMV for an Outside Call which are to be paid by PMV to the City in accordance with Section 5.3;
- (v) **"Personnel"** means any and all of the elected and appointed officials, directors, officers, employees, agents, contractors, subcontractors and volunteers of a Party;
- (w) **"Prime Rate"** means at any time, the per annum rate of interest published by the main branch in the City of Vancouver of the Bank of Montreal, or its successor at such time, as its reference rate for setting rates of interest on loans of Canadian dollars to

customers in Canada and referred to by such bank as its "prime rate", provided however that if such bank publishes more than one such reference rate at any time, the Prime Rate will be the lowest thereof, and provided further that, if a court holds that this definition of Prime Rate is vague, uncertain or otherwise defective, then the Prime Rate will be three percent greater than the per annum rate of interest established by the Bank of Canada as the rate payable on overnight loans by Schedule I Canadian Chartered Banks;

- (x) **"Request"** means a request made by PMV to the City for Services or Crew-Only Services sent by PMV from either E-Comm, Vancouver Marine Communications and Traffic Services, PMV, or the Canadian Coast Guard;
- (y) **"Services"** means all marine-based fire response services to be provided by the City to PMV within the Service Area or the Extended Service Area, including Standard Services, Additional Services and Crew-Only Services, as further described in Schedule A;
- (z) **"Standard Services"** means those marine-based fire response services provided by one boat and a four-person VF&RS crew to PMV during a Call or Outside Call in accordance with Article 4 of this Agreement;
- (aa) **"Service Area"** means that area shown as PMV's Service Area in Schedule C;
- (bb) **"Standard Agreement"** means an agreement between the City and a municipality (other than a Member Municipality) whereby the City agrees to provide temporary marine fire response services to such municipality within an extended service area on the terms and conditions set out in such agreement;
- (cc) **"Term"** means the term of this Agreement, being 15 years commencing on the Effective Date; and
- (dd) **"VF&RS"** means Vancouver Fire & Rescue Services.

## 2. MARINE FIRE RESPONSE SERVICES

### 2.1. City's Responsibilities. The City will:

- (a) Provide PMV with the Services at the Service Levels set out in Schedule B within the Service Area and Extended Service Area in accordance with the terms and conditions of this Agreement;
- (b) At its cost, purchase or otherwise acquire the Marine Facilities which will include, without limitation:
  - (i) two fireboats, which have both been purchased as of the Effective Date, each with a pumping capacity of at least 7,000 gallons per minute while anchored or docked and 3,500 gallons per minute while under propulsion; and
  - (ii) up to two boat sheds, and
- (c) At its cost, be responsible for staffing and training a complement of 40 firefighters, subject to temporary variations arising from staff turnover, to the training levels set out in Schedule E.



- 2.2. **Ownership of Marine Facilities.** The City will, at all times, legally and beneficially own all Marine Facilities and will operate, maintain and repair the Marine Facilities required to provide the Services.

3. **BERTHING OF MARINE FACILITIES**

- 3.1. **Grant of License.** PMV hereby grants the City a non-exclusive license for the duration of the Term to the City for two berths for the purpose of berthing the fireboats, at mutually acceptable locations, (the “**License Areas**”) at an annual license fee of one dollar (\$1.00), subject to the following:

- (a) the City may perform routine repair and maintenance to the fireboats within the License Areas;
- (b) subject to paragraph 3.1(a), any improvements or physical works within the License Areas, including:
  - (i) construction of boat sheds; and
  - (ii) construction of fireboats or substantial repair or maintenance of fireboats,will be subject to PMV’s prior written approval and, if applicable, a PMV project permit, both of which will not be unreasonably withheld or delayed;
- (c) at the Effective Date, one of the License Areas will be located at PMV’s Main Street dock, which is equipped with a boat shed, power, and fresh water supply;
- (d) within two years of the Effective Date, or such other period of time as the Parties agree, each acting reasonably, the other License Area will be equipped by PMV with sufficient power and water supply;
- (e) if PMV requires the License Areas, including the License Area at PMV’s Main Street dock, for port-related purposes during the Term, PMV may require the City to relocate to an alternative license area provided by PMV (acceptable to the City, acting reasonably), at no cost to the City; and
- (f) PMV, acting in good faith, will endeavor to find replacement License Areas with sufficient power and fresh water supply and its failure to secure such facilities will not constitute a default hereunder, provided that PMV will equip such replacement License Areas with sufficient power and water supply as soon as reasonably practicable.

- 3.2. **Vacant Possession.** Upon the expiry of the Term, the City will vacate the License Areas and, unless otherwise agreed to by PMV, will remove any improvements it had made to the License Areas and restore the License Areas to the condition they were in prior to the City occupying such areas.

4. **SERVICES TO BE PROVIDED BY THE CITY**

- 4.1. **Calls Covered by Annual Cost.** Subject always to Sections 4.9, 5.1 and 9.1, during each year of the Term, the City shall provide to PMV, Standard Services for each Call covered by its Annual Cost within the Service Area.

- 4.2. **Additional Services Calls.** Subject always to Sections 4.9, 5.2 and 9.1, during each year of the Term, the City shall provide to PMV Additional Services and the Additional Services Call will count as a separate Call for fee purposes.
- 4.3. **Outside Calls.** Subject always to Sections 4.9, 5.3 and 9.1, during each year of the Term, the City hereby agrees to provide PMV with Services for Outside Calls. Should the City respond to an Outside Call, PMV will pay the City the Outside Call Fees in the amounts set out in Table 1 of Schedule D for each hour of the Outside Call Time.
- 4.4. **Crew-Only Calls.** Provided that PMV is not in default of its obligations under this Agreement, then, subject to Sections 4.9, 5.4 and 9.1 of this Agreement, the City hereby agrees to provide PMV with Crew-Only Services for Crew-Only Calls either within the Service Area or the Extended Service Area, as the case may be. Should the City respond to a Crew-Only Call, PMV will pay the City the Crew-Only Fees in the amounts set out in Table 1 of Schedule D.
- 4.5. **Calculation of Call Time.** For Outside Calls and Crew Only Calls, the Outside Call Fees and the Crew Only Fees depend on the duration of the calls. For purposes of measuring the duration of a call requiring a boat, the call starts at the time the boat and crew members begin travelling to the call destination, and ends when the boat and crew members have returned to the boat berth. For crew-only calls (where marine firefighter capacity is requested by PMV but no boat is required), the service call starts at the time the crew member(s) leave(s) the firehall and ends when the crew member(s) has/have returned to the firehall.
- 4.6. **Non-Agency.** In providing the Services to PMV, the City will not be a joint venture, agent or partner of PMV.
- 4.7. **Limitation on Scope.** PMV hereby acknowledges and agrees that the City shall not be responsible for any services beyond the Services unless required by applicable law or otherwise agreed to in writing between the City and PMV.
- 4.8. **Geographic Limitation.** PMV hereby acknowledges and agrees that the City shall not be responsible for any Calls outside of the Service Area or Extended Service Area.
- 4.9. **Intent of Agreement.** This Agreement is subject to applicable law and nothing herein shall constitute an acknowledgement by either Party about the extent to which any Service is required to be provided by the City thereunder.
- 4.10. **City's Discretion.** The Parties hereby agree that the City is not responsible for providing services other than the Services and that decisions as to how the Services are to be provided by the City are to be made at the discretion of the City, provided that the scope of Services and Service levels provided hereunder are maintained.

## 5. PAYMENT FOR SERVICES

- 5.1. **Annual Cost.** PMV shall pay to the City the Annual Cost applicable to PMV set out in Row 1 of Table 1 of Schedule D on or before the Effective Date and on or before each anniversary of such date throughout the Term. In consideration of such Annual Cost, PMV will be entitled to the number of Calls specified in Row 1 of Table 1 of Schedule D. For certainty, should PMV not require the number of Calls set out in Table 1 of Schedule D, the Annual Cost will not be reduced, refunded or credited against any future Annual Cost.
- 5.2. **Call Fees.** Should PMV make a Request for a Call, or any portion thereof, in excess of the number of Calls set out in Table 1 of Schedule D and should the City provide Services in response to a Request for such a Call, PMV will pay to the City, within 30 days of receiving an

invoice therefor from the City, the Call Fees for the Call in the amount set out in Table 1 of Schedule D.

- 5.3. **Outside Call Fees.** Should PMV make a direct Request for the City to provide Services for an Outside Call, and the City agrees to provide such Services at its sole discretion, then PMV will pay to the City, within 30 days of receiving an invoice therefor from the City, any applicable Outside Call Fees for each hour of the Outside Call in the amount set out in Row 3 of Table 1 of Schedule D.
- 5.4. **Crew-Only Call Fees.** Should PMV make a Request for the City to provide Crew-Only Services for a Crew-Only Call, and the City agrees to provide such Crew-Only Services at its sole discretion, then PMV will pay to the City, within 30 days of receiving an invoice therefor from the City, any applicable Crew-Only Call Fees for each hour of the Crew-Only Call in the amount set out in Row 4 of Table 1 of Schedule D.
- 5.5. **Attribution of Calls.** The Parties hereby agree that:
- (a) Calls (and Crew-Only Calls within the Service Area) will generally be attributed in accordance with the Call Attribution Matrix set out in Schedule F;
  - (b) a Call will only be attributable to PMV if PMV has initiated the Call, provided that if the Call is one that would ordinarily be attributed to PMV in accordance with Schedule F but the City is unable to reach the contact person at PMV after undertaking reasonable efforts, the City may respond to the Call and attribute it to PMV;
  - (c) the City will notify PMV once it has recorded a Call attributed to PMV;
  - (d) the City, acting reasonably, will ultimately determine who is responsible for a Call and should any disputes arise in this determination, the matter will be resolved in accordance with the dispute resolution process set out in Article 13; and
  - (e) for greater certainty, PMV will only be required to pay Outside Call Fees if the Request for Services within the Extended Services Area is made directly by PMV, even if the City is unable to reach the contact person at PMV.
- 5.6. **Method of Payment.** All payments pursuant to this Agreement by PMV to the City shall be made by electronic funds transferred to the City's account. If any amount due and payable by PMV to the City hereunder has not been paid within the time period set out herein or in the invoice for payment, PMV shall pay interest to the City at the Prime Rate of interest plus three percent.
- 5.7. **Supporting Documentation.** Upon request, the City will provide reasonable supporting documentation showing how the Annual Cost has been applied to recover the costs of providing the Services. In addition, the City will provide an annual report summarizing the qualifications of the complement of marine firefighters and providing an update in respect of training activities.
6. **FEE ADJUSTMENTS**
- 6.1. **Adjustment by Mutual Consent.** All Fees set out in this Agreement may be varied through the mutual consent of PMV and the City and will be effected by an addendum to this Agreement.
- 6.2. **Additional Funding.** If PMV is able to secure funding additional to the Annual Cost, and PMV opts to transfer this funding to the City to apply to the City's provision of the Services, this

incremental funding will be applied, by mutual agreement, and may include enhancing fireboat equipment, staff training, other initiatives or decreasing the City's direct fireboat service costs. PMV's Annual Cost will remain at the same level as it was prior to the application of this additional funding unless the parties otherwise agree.


- 6.3. **Adjustment for Proceeds of Disposition.** PMV hereby acknowledges that the Annual Cost as at the Effective Date incorporates an adjustment in the amount of \$12,500.00 to offset the anticipated amounts due to be reimbursed by the City to PMV upon disposition of the 5 marine facilities that were purchased and are to be sold pursuant to the terms of the Consortium Agreement. PMV hereby agrees that in consideration for this decrease to the annual cost, the City shall retain PMV's portion of the proceeds of disposition of the 5 marine facilities. This adjustment is based on the estimated average net sale price of the 5 marine facilities being \$75,000.00 each but the marine facilities may be sold for more or less. PMV hereby agrees that should the 5 marine facilities be sold for more or less than an average net sale price of \$75,000.00 each (an aggregate of \$375,000.00), the Annual Cost may be further adjusted by the City to reflect the actual sale price, for the remaining years of the Term.
- 6.4. **Adjustment for CPI.** All Fees payable pursuant to this agreement will be subject to annual adjustment on the anniversary of the Effective Date in each year of the Term by a percentage equal to the percentage change in the Vancouver Consumer Price Index (all items) over the previous 12 months.
- 6.5. **Adjustment for Actual versus Estimated Costs.** The length of the Term recognizes that a significant purchase of new fireboats is being made by the City. Given that roles regarding first response will continue to evolve and that the marine environment and activity may also change significantly over that period, following the second, fifth and ninth anniversary of the Effective Date, the City will undertake a comprehensive review of the actual cost to it of providing Services to PMV to reassess the cost structure, service levels and equipment needs. If there is a change in expectations, or the cost structure is outside the indexed recovery, changes to the terms of this Agreement will be discussed by the Parties and adjustments may be made by mutual agreement of the Parties. The model is based on cost recovery and ensuring skills are maintained to deliver the Services. Access to shared data will be made available to both Parties.
- 6.6. **Adjustment to Staff and Training Levels.** The number of trained firefighters and their level of training will also be subject to a comprehensive review following the second, fifth and ninth anniversary of the Effective Date and in response to these reviews, the number of trained firefighters or training levels may also be adjusted by mutual agreement of the Parties.
- 6.7. **Further Adjustments.** In addition to adjustments made pursuant to Section 6.3 or Section 6.4, if, at any time, during the Term of this Agreement there are changes that in the City's reasonable opinion will increase the costs of the City to effectively provide the Services for PMV, or if in PMV's reasonable opinion it is incurring unreasonable, unanticipated costs, any or all of the Fees may be adjusted by the mutual agreement of the Parties. If the Parties fail to agree on the adjustment to any of the Fees, then such adjustment shall be resolved in accordance with the Dispute Resolution Process set out in Article 13.
- 6.8. **Expansion of Services or Service Areas.** During the Term, the Parties may agree to an expansion of services, an expansion in the Service Area or Extended Service Area or an increase in the number of Member Municipalities which may necessitate an increase or decrease in Fees and the Parties will, through their Representatives, negotiate such increase or decrease in

Fees, failing which, such adjustment shall be resolved in accordance with the Dispute Resolution Process set out in Article 13.

**7. CAPITAL MAINTENANCE RESERVE**

- 7.1. **Establishment of Reserve.** During the Term, a portion of the Annual Cost paid to the City for Services may be placed by the City in a capital maintenance reserve which is intended to be used for the repair, replacement and maintenance of the Marine Facilities and at the City's sole discretion. The Parties hereby agree that upon the expiry or sooner termination of this agreement, any and all funds remaining in the capital maintenance reserve will vest in the City and PMV hereby releases the City from any and all claims relating to the maintenance reserve.

S.17(1), s.21(1)



**9. DEFAULT AND TERMINATION**

- 9.1. **Default.** In the event of default by PMV of any of the provisions of this Agreement, then the City shall give PMV notice specifying the event of default and requiring rectification or

mitigation. Upon receiving such notice, PMV shall have 30 days to cure the default or mitigate the consequence. If the default cannot reasonably be cured or the consequences cannot reasonably be mitigated within 30 day period and if PMV shall immediately commence and diligently continue reasonable efforts to rectify the event of default or mitigate the consequences, the cure period may be extended for such time as is deemed reasonably necessary by PMV to complete rectification or mitigation. If on the expiry of the 30 day period or such longer period as is allowed, PMV has been unable to cure the default or mitigate the consequences, then without any further notice, City may terminate the Agreement. In the event of such termination for default, the Annual Cost paid for the then-current year by PMV will not be refunded.

9.2. **Termination by City.** In addition to termination pursuant to Section 9.1, the City at any time, in its sole judgment, may, whether or not cause exists, terminate this Agreement either in its entirety or in part upon 180 days' written notice to PMV. In the event of such termination, the pro-rated Annual Cost paid for the then-current year by PMV will be refunded for the unexpired remainder of the then-current year.

9.3. **Termination by PMV.** PMV may terminate its participation in this Agreement upon 180 days' written notice to the City. In the event of such termination, the Annual Cost paid for the then-current year by PMV will not be refunded and PMV will promptly pay to the City, as liquidated damages, an amount equal to the Annual Cost for the unexpired remainder of the Term.

## 10. INSURANCE

10.1. **City Insurance.** The City will obtain and continuously carry during the Term, insurance policies with insurers duly authorized and licensed to conduct business in the Province of British Columbia as follows:

- (a) Marine Hull and Machinery Insurance for the full replacement cost value of the fireboats protecting the City from all claims for loss or damage to the fireboats and any attached equipment/machinery.
- (b) Marine Property Insurance for the full replacement cost value of the boatsheds protecting the City from all claim for loss or damage to the boatsheds.
- (c) Marine Protection and Indemnity Insurance with a minimum limit of not less than \$10,000,000 per occurrence/aggregate covering all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the City, its officials, officers, employees or agents. This policy shall name the Vancouver Fraser Port Authority and Her Majesty the Queen in Right of Canada as Co-Assureds.
- (d) Commercial General Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence/aggregate covering all claims for bodily injury including death, property damage or loss arising out of the marine firefighting activities conducted by the City, its officials, officers, employees or agents. This policy shall name the Vancouver Fraser Port Authority and Her Majesty the Queen in Right of Canada as an Additional Insured.
- (e) Notwithstanding any of the foregoing insurance requirements, in lieu of the above described requirements and policies, the City may self-insure part or all of the risks described herein, subject always to equivalent terms and conditions as though such policies were obtained from licensed commercial insurers. If self-insured, the City shall advise PMV in writing confirming self-insurance and providing additional

information deemed necessary to evaluate the adequacy of such "Self-Insurance" program.

10.2. **PMV Insurance.** PMV will obtain and continuously carry during the Term, insurance policies with insurers duly authorized and licensed to conduct business in the Province of British Columbia as follows:

- (a) Commercial General Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence/aggregate covering all claims for bodily injury including death, property damage or loss arising out of the activities conducted by the PMV, its officials, officers, employees or agents. This policy shall name the City of Vancouver, its officials, officers, employees or agents as an additional insured.

10.3. **General Requirements of Insurance.** The following will apply to all insurance policies which are required by the City and PMV :

- (a) Sixty (60) days' prior written notice of cancellation or material change resulting in reduction of coverage will be provided by each party to the other party.
- (b) Insurance coverage(s) required of each party shall be primary insurance and any insurance or self-insurance maintained by the other party will be in excess of such insurance and not contribute to it.
- (c) Subject to the provisions of this Article 10, both the City and PMV will provide at their own costs any additional insurance which is required by law or deemed necessary to protect their interests.

## 11. FORCE MAJEURE

11.1. **Force Majeure.** If an Event of Force Majeure occurs or is likely to occur, the Party claiming Force Majeure will promptly notify the other Parties of the particulars of the relevant event or circumstance and, if reasonably possible, supply supporting evidence. The claiming Party will use its best efforts to remove, curtail or contain the cause of the delay, interruption or failure (provided that the terms of settlement of any labour disturbance, dispute, strike or lockout will be wholly in the discretion of the Party) and to resume, with the least possible delay, its compliance with duties, covenants and obligations under this Agreement. Neither the City nor PMV will be liable to the other for any delay, interruption or failure in the performance of its duties, covenants, or obligations under this Agreement if caused by an Event of Force Majeure, and the date limited for the performance of such duties, covenants or obligations under this Agreement will be postponed for a period equal to the delay occasioned by such an Event of Force Majeure.

## 12. MARINE FIREFIGHTING COMMITTEE

12.1. **Nomination of Representatives.** During each year of the Term, the Parties will nominate one person (who in turn, may appoint delegates as deemed necessary or desirable) to be its representative on a Marine Firefighting Committee for the purposes of communicating among the City, PMV and Member Municipalities for the duration of this Agreement (each, a "Representative"). Each Party will provide the contact information for the Representative and delegates to the other Party each year. Either PMV or the City may change its Representative and delegates by notice in writing to the other Party.

- 12.2. **Conduct of Committee.** During each year of the Term, the City, the Member Municipalities and PMV will establish on a quarterly basis, or at a frequency to be agreed upon between such parties, a meeting of the Marine Firefighting Committee (a “**Meeting**”) during which the Representatives and/or delegates of the City, the Member Municipalities and PMV will discuss operational matters, service levels and other matters of significance arising from this Agreement. A Meeting may be conducted by way of conference, conference call, teleconference or any other means agreed to between the Marine Firefighting Committee members. Attendance at a Meeting is not mandatory but a quorum for any Meeting is three Representatives and/or delegates. At each Meeting, a Representative or delegate will be required to take meeting minutes to be distributed to each Meeting member following the Meeting.

### 13. DISPUTE RESOLUTION PROCESS

- 13.1. **Dispute Resolution Process.** In the event of any dispute between the Parties or any one or more of them arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the affected Parties otherwise agree in writing:

- (a) The affected Parties must initially attempt to resolve the dispute through collaborative negotiation between the Representatives of the respective affected Parties;
- (b) If the dispute is not resolved through collaborative negotiation between the Representatives of the respective affected Parties within 15 business days of the dispute arising, or an extended period of time as may be agreed to between the affected Parties, the Parties must refer the dispute to its senior managers;
- (c) If the dispute is not resolved through collaborative negotiation between the senior managers within 15 business days of the dispute arising, or an extended period of time as may be agreed to between the affected Parties, such Parties must attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society;
- (d) If the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the British Columbia *Arbitration Act* and the rules of the BCICAC.
- (e) Unless the affected Parties otherwise agree in writing, an arbitration or mediation under this Article 13 will be held in Vancouver, British Columbia.

### 14. BRANDING & COMMUNICATIONS

- 14.1. **Acknowledgement of PMV Contribution.** The City will acknowledge the contribution of PMV in communication and promotional materials pertaining to the program and will refer to PMV as “Port Metro Vancouver”. The City will withdraw or have withdrawn from circulation and cease distribution or broadcasting of any public message or printed material involving, in the reasonable view of PMV, a use of its name and marks which could cause damage to its reputation, create confusion in the public’s mind, or mislead the public in any way.
- 14.2. **PMV Communications.** PMV is authorized to mention its contribution of funds to the City for the marine fire response program in its advertising and communications with the public.
- 14.3. **PMV Branding.** If requested by PMV, the City agrees to permanently display Port Metro Vancouver branding on the fireboats and other program materials.



**15. ONGOING TRAINING**

- 15.1. **Demonstration of Marine Facilities.** The City will make the Marine Facilities available for demonstration at least once every two years during the Term, and more frequently at the reasonable request of PMV. Such demonstration may occur within the Service Area or at a location to be agreed upon between the Parties.
- 15.2. **Training Information.** The City will provide PMV with current training and operation manuals in respect of the Marine Facilities, including any material updates thereto. In addition, upon request by PMV from time to time, the City will provide information reasonably requested in respect of the use and operation of the Marine Facilities.

**16. CALLS FROM ELIGIBLE MUNICIPALITIES AND PROVINCIAL GOVERNMENT**

- 16.1. **Eligible Municipalities.** The City may respond to a call for marine fire response services from an Eligible Municipality that does not pay an annual fee to support the service on an as-available basis, so long as that municipality has signed a Standard Agreement with the City, in which the City agrees to provide temporary marine fire response services to such municipality on the terms and conditions set out in such agreement. Should the City provide any Services to an Eligible Municipality, the Eligible Municipality will pay the fees set out in Table 3 of Schedule D.
- 16.2. **Provincial Government.** If the City responds to an incident on provincially-owned land (e.g., the east side of Indian Arm, BC Ferries terminal), the City will pursue reimbursement according to an established fee schedule from the provincial government through standard, established Emergency Management BC protocols, under the condition that the Province has released and indemnified the City from all liability.

**17. GENERAL**

- 17.1. **Parties Other Rights Unaffected.** Nothing contained or implied herein will derogate from the rights, powers, duties or obligations of either party under applicable law including, without limitation, the *Vancouver Charter* and the *Canada Marine Act*.
- 17.2. **Amendment.** Unless otherwise specified in this Agreement, this Agreement may only be amended by both Parties in writing.
- 17.3. **Further Assurances.** Each Party must perform the acts, execute and deliver the writings and give the assurances as may be reasonably necessary to give full effect to this Agreement.
- 17.4. **No Waiver.** No action or failure to act by a Party will constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed to in writing by such Party.
- 17.5. **Time is of the Essence.** Time is of the essence in this Agreement.
- 17.6. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date of this Agreement and except as provided in Article 13, the Parties agree to submit to the jurisdiction of the courts of British Columbia.

- 17.7. **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 17.8. **Interpretation.** Words importing the singular include the plural and vice versa and words importing gender include all genders. The words "include" and "including" are to be construed as meaning "including without limitation". The recitals and headings to sections, schedules and appendices are for convenience and reference only and will not affect the interpretation of this Agreement.
- 17.9. **Schedules.** The Schedules attached to this Agreement form a part of this Agreement and any obligation imposed on a Party in a Schedule will be deemed to be a covenant of a Party in this Agreement. To the extent that there is an inconsistency between the terms and conditions of this Agreement and anything in the Schedules, the terms and conditions of this Agreement will prevail only to the extent of the conflict.
- 17.10. **Enurement.** This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 17.11. **Counterparts.** This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

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

CITY OF VANCOUVER

Per:

*Frances J. Connell*  
Authorized Signatory

FRANCES J. CONNELL

Director of Legal Services

Print Name and Title

VANCOUVER FRASER PORT AUTHORITY

Per:

*Robin Silvester*  
Authorized Signatory

Robin Silvester, President and CEO

Print Name and Title

Per:

*Mark Gustafson*  
Authorized Signatory

Mark Gustafson, Acting Corporate Secretary

Print Name and Title 08/12/15

**SCHEDULE A**

**SCOPE OF SERVICES**

**1. FIREFIGHTING SUPPORT, SHORELINE**

- Incident type: Fire on land, residential, commercial and/or industrial structure.
- Incident Command: Land-based fire department of jurisdiction in which incident occurs, or as otherwise determined by law.
- Service: Provide a boat and crew for shoreline firefighting, on a response-available basis.

**2. FIREFIGHTING SUPPORT, LARGE VESSELS (OVER 75')**

- Incident type: Fire on a vessel over 75 feet long, such as a ferry, tanker, freighter, cruise ship, large barge, large tug, or large international fishing troller.
- Incident Command: Ship captain, or as otherwise determined by law.
- Service: Provide boat and crew to support large vessel firefighting on a response-available basis; crew may board ship but will generally not enter hull (services include external hull cooling, triage, supply delivery, etc.).

**3. FIREFIGHTING, SMALL VESSELS (UNDER 75')**

- Incident type: Fire on a vessel under 75 feet long, such as a pleasure craft or smaller fishing boat.
- Incident Command: Vancouver Fire and Rescue Services, or as otherwise determined by law.
- Service: Provide a boat and crew for small vessel firefighting, on a response-available basis.

**4. MEDICAL RESPONSE, SEARCH AND RESCUE**

- Incident type: Search and rescue incident and/or a medical emergency not related to a vessel fire or shoreline fire.
- Incident Command: Canadian Coast Guard, or as otherwise determined by law.
- Service: Will respond only if called upon under the Canada Shipping Act or other applicable law, or if outside these statutes, then a response may be elected to be made at the direction of the Fire Chief or Deputy Fire Chief.

**NOTES:**

- Services may be provided on a crew-only basis (without a boat) to PMV.
- No fees will be payable for incidents under item 4 unless the Request is made directly by PMV.

**SCHEDULE B**

**SERVICE LEVELS**

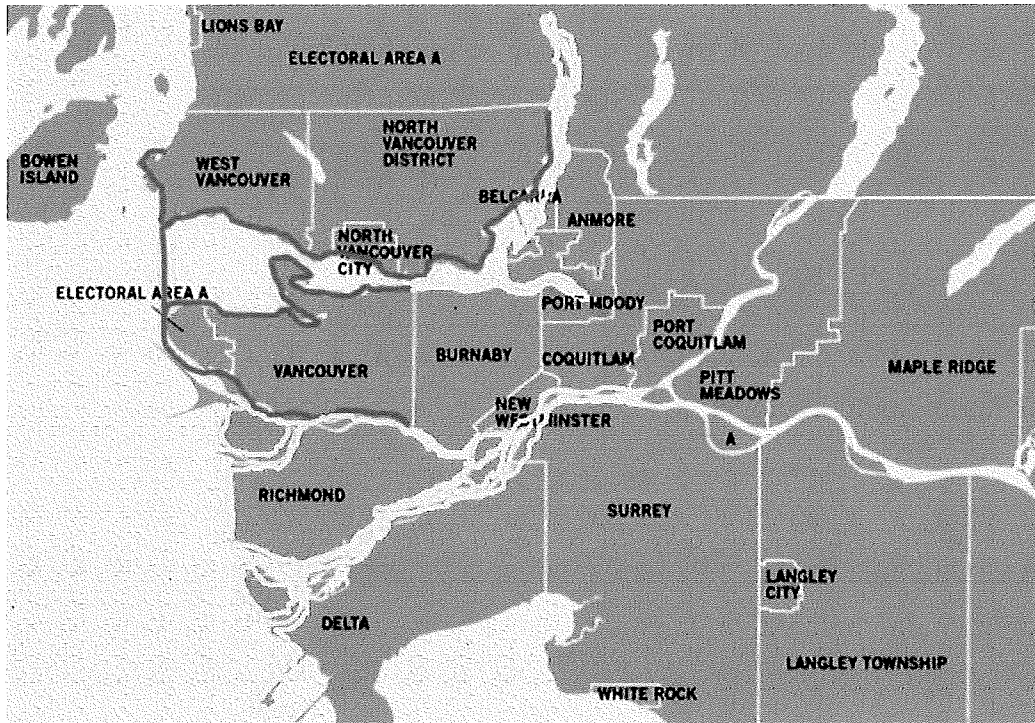
1. Fireboats will be on call 24 hours a day, seven days per week, 365 days per year.
2. Marine fire response services will be provided in response to a call-for-service from any of E-Comm, Vancouver Marine Communications and Traffic Services, PMV, the coast guard or a municipal fire department, on a response-available basis. The determination as to the availability of a response will be made by VF&RS in its sole discretion based on a variety of factors (e.g. boat availability, availability of VF&RS members due to other incidents such as multiple incidents where staffing is below an acceptable limit, capacity, crew safety, weather, distance, etc.), in compliance with applicable laws.
3. If able to respond to a call for assistance within the Service Area, the City will endeavour to have a fireboat on scene within 30 minutes of being called out (although the response time may be longer in severe weather conditions).
4. PMV acknowledges that while the City will make all reasonable efforts (in full compliance with all applicable laws) to respond to all calls, there may at any given time be competing demands for Services or confounding conditions (weather, safety, etc.), in which case, the City may not be available to respond to a call or attend within the time stated in this Schedule B.

## SCHEDULE C

### APPROXIMATE SERVICE AREA AND EXTENDED SERVICE AREA

Approximate service area boundaries (delineated in red in Figure 1) and extended service area boundaries (delineated in yellow in Figure 1).

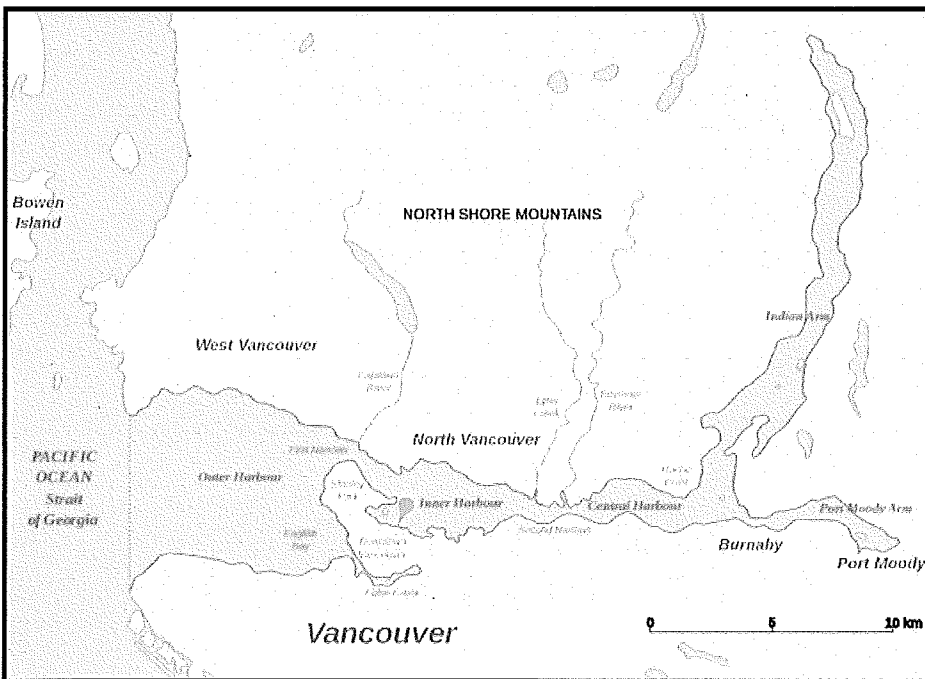
FIGURE 1. VANCOUVER MARINE FIRE RESPONSE SERVICE, APPROXIMATE SERVICE AREA & EXTENDED SERVICE AREA



<p>1. Service Area Shorelines (Red):</p> <ul style="list-style-type: none"> <li>• District North Vancouver</li> <li>• City North Vancouver</li> <li>• Vancouver</li> <li>• West Vancouver to Horseshoe Bay</li> <li>• Northern shoreline of Fraser River, Vancouver and UEL only</li> </ul>	<p>2. Extended Service Area Shorelines (Yellow):</p> <ul style="list-style-type: none"> <li>• Richmond</li> <li>• Delta (North shore and PMV shore only)</li> <li>• Burnaby north &amp; south shore</li> <li>• New Westminister</li> <li>• Coquitlam</li> <li>• Surrey (north shore only, east to Port Coquitlam boundary)</li> <li>• Port Moody</li> <li>• Belcarra &amp; Anmore</li> <li>• Electoral Area A - Provincial shore</li> </ul>
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<p>3. Service Area Waters:</p> <ul style="list-style-type: none"> <li>• English Bay</li> <li>• False Creek</li> <li>• Indian Arm</li> <li>• Along the West Vancouver shoreline to Horseshoe Bay</li> <li>• Inner harbour between Iron Workers Memorial Bridge and Lions Gate Bridge</li> <li>• North Arm of the Fraser River</li> <li>• Coal Harbour</li> <li>• Those waters described in Figure 2 below as the Outer Harbour</li> <li>• Those waters described in Figure 2 below as the Central Harbour and the Port Moody Arm for calls attributable to PMV pursuant to Schedule F, provided that Outside Call Fees will apply to these waters after the 15-call limit has been reached in any year if PMV directly makes a Request for Services therein</li> </ul>	<p>4. Extended Service Area Waters:</p> <ul style="list-style-type: none"> <li>• Middle and South Arms of the Fraser River</li> <li>• Along the Richmond and Delta shorelines to Deltaport</li> <li>• The waters off Duke Point</li> </ul>
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FIGURE 2. SERVICE AREA WATERS FOR PMV-ATTRIBUTABLE INCIDENTS



Notes:

1. Responding to calls from non-member municipalities or the provincial government:
  - The City of Vancouver will respond to a call for marine fire response services from a municipality that does not pay an annual fee to support the service on an as-available basis, so long as that municipality has signed an agreement with the City of Vancouver, in which the City of Vancouver agrees to provide temporary Marine Fire Response Services to such municipality on the terms and conditions set out in such agreement (e.g., indemnification, fee-for-service).
  - If the Marine Fire Response Service responds to an incident on provincially-owned land (e.g., the east side of Indian Arm, BC Ferries terminal), the City will pursue reimbursement according to an established fee schedule from the provincial government through standard, established Emergency Management BC protocols, under the condition that the Province of BC has released and indemnified the City of Vancouver from all liability.

SCHEDULE D

FEE SCHEDULES

TABLE 1. PORT METRO VANCOUVER FEE SCHEDULE, MARINE FIRE RESPONSE SERVICES

COMPONENT	FEE	PAYS FOR
1. Annual Fee, PMV	\$287,500 per year	Up to 15 calls of unlimited length per year (each with a four-person crew and a boat if required*), within the Service Area
2. Call Fee, PMV (for each call over the annual call limit)	\$10,000 per call	One call of unlimited length, beyond the annual limit of 15 calls (with a four-person crew and a boat if required*), within the Service Area
3. Outside Call Fee, PMV (for each call within the Extended Service Area)	\$1,500 per hour	Hourly rate for any PMV call within the Extended Service Area (each with a four-person crew and a boat if required*)
4. Crew-Only Fee	\$100 per member per hour	Hourly rate for additional crew over and above four people within the Service Area or the Extended Service Area

\* If two boats are required for a response, then the response will count as two separate calls for fee purposes, and four crew members will be included in the second boat.



TABLE 2. MEMBER MUNICIPALITY FEE SCHEDULE, MARINE FIRE RESPONSE SERVICES

(IN SERVICE AREA)

COMPONENT	FEE	PAYS FOR
1. Annual Fee, Member Municipality	\$40,000 per year	Up to four four-hour calls per year (each with a four-person crew and a boat*), within the Service Area for the Municipality
2. Call Fee, Member Municipality (for each call over the annual call limit)	\$6,000 per call	One call of up to four hours, beyond the annual limit of four calls (with a four-person crew and a boat*), within the Service Area for the Municipality
3. Extended Call Fee (for hours over the call time limit)	\$1,500 per hour	Hourly rate for any call over four hours (each with a four-person crew and a boat*), within the Service Area for the Municipality

\* If two boats are required for a response, then the response will count as two separate calls for fee purposes, and four crew members will be included in the second boat.

TABLE 3. NON-MEMBER FEE SCHEDULE, MARINE FIRE RESPONSE SERVICES

COMPONENT	FEE	PAYS FOR
Former Service Area Call Fee (for calls for service in the Former Service Area from agencies that do not pay an annual fee)	\$60,000 per call	One call of up to four hours (with a four-person crew and a boat*), within the Former Service Area
Extended Call Fee (for calls for service in the Former Service Area from agencies that do not pay an annual fee)	\$6,000 Per hour	Hourly rate for any call over four hours (with a four-person crew and a boat*), within the Former Service Area
Extended Service Area Call Fee (for calls for service outside the Former Service Area from agencies that do not pay an annual fee)	\$6,000 Per hour	Hourly rate for any call (with a four-person crew and a boat*), outside the Former Service Area

\* If two boats are required for a response, then the response will count as two separate calls for fee purposes, and four crew members will be included in the second boat.

**NOTES:**

1. All fees shown in all tables in Schedule D are subject to indexing and adjustment as provided in this Agreement.

2. References to "calls" in this Schedule D include calls of types 1, 2 and 3 listed in Schedule A. This Schedule D is applicable to a call of type 4 listed in Schedule A only if the call has been made directly by PMV.

**SCHEDULE E**

**FIREFIGHTING TRAINING LEVELS**

1. The Vancouver Marine Fire Response Service will maintain a complement of 40 firefighters, subject to temporary variations arising from staff turnover.
2. The entire complement of firefighters will be trained to Marine Fire Fighting Levels 1 and 2 (or equivalent), per the 2007 National Fire Protection Association (NFPA) 1005: *Standard for Professional Qualifications for Marine Fire Fighting for Land-Based Fire Fighters*.
3. In addition,
  - 12 firefighters (Battalion Chiefs) will also receive Advanced Incident Command for Senior Officers training,
  - 24 firefighters will also receive Small Vessel Operator Proficiency (SVOP) boat operator training, and
  - 4 firefighters will also receive Boat Operator Evaluator training.
4. VF&RS will participate in regular training exercises as part of its ongoing collaboration with PMV's Marine Emergency Response Committee. VF&RS will also conduct regular training exercises on its own initiative, as required to maintain the training levels contemplated herein.

## SCHEDULE F

## CALL ATTRIBUTION MATRIX

Note: References to "pleasure vessels" include large yachts and commercial entertainment vessels (e.g. harbour cruises). References to "large non-international commercial vessels" include tugs and commercial fishing vessels over 75'.

TYPE OF CALL	AGENCY CALL WILL BE ATTRIBUTED TO
Pleasure vessel on fire at pier/dock within a Municipality	Municipality in which the dock/pier is located
Pleasure vessel on fire at pier/dock on first nations land	Municipality to which the first nations pays for fire service on first nations land and if no agreement, then the first nations is responsible.
Pleasure vessel on fire at anchor near dock/pier/shore within Municipality	Municipality in which the closest dock/pier/shore is located
Pleasure vessel on fire at anchor False Creek	CoV
Pleasure vessel adrift on fire not impeding navigation or shipping of deep sea or large non-international commercial vessels in the Port of Vancouver, as determined by PMV's Harbour Master	Municipality in which the closest dock/pier/shore is located
Pleasure vessel adrift on fire that is impeding navigation or shipping of deep sea or large non-international commercial vessels in the Port of Vancouver, as determined by PMV's Harbour Master	Port Metro
Pleasure vessel on fire at pier/dock attached to non-participating Municipality	Municipality in which the pier/dock is located
Pleasure vessel on fire at anchor near pier/dock/shore of non-participating Municipality	Municipality in which the closest dock/pier/shore is located
Large non-international commercial vessels on fire at dock/pier	Municipality in which the dock/pier is located
Large non-international commercial vessels on fire at anchor near pier/dock/shore	Municipality in which the closest dock/pier/shore is located

TYPE OF CALL	AGENCY CALL WILL BE ATTRIBUTED TO
Large non-international commercial vessels on fire in dry dock	Municipality in which dry dock is located
Large non-international commercial vessel adrift or underway on fire	Port Metro
Deep sea commercial vessels on fire while underway or adrift	Port Metro
Deep sea commercial vessels on fire at anchor	Port Metro
Deep sea commercial vessels on fire at dock/pier	Municipality in which the dock/pier is located
Navy vessel on fire at anchor, adrift or underway	Port Metro
Navy vessel on fire at dock/pier	Municipality in which the dock/pier is located
Land-based fires on private or municipal land	Municipality in which the land is located
Land-based fires on first nations land	Municipality to which the first nations pays for fire service on first nations land and if no agreement, then the first nations is responsible
Land-based fires on leased port land	Municipality in which the land is located
Land-based fires on non-leased port land	Municipality in which the land is located
Land-based fires on Provincial land	Municipality to which the Province pays for fire services and if no agreement, then the Province is responsible
Fires on fuel barges while under way or adrift	Port Metro
Fires on fuel barges while refueling alongside deep sea commercial vessels	Port Metro
Fires on stationary fuel barges/stations within Municipalities	Municipality in which fuel/barge/station is located
Fires at seaplane terminal	Municipality in which the land and docks are located

TYPE OF CALL	AGENCY CALL WILL BE ATTRIBUTED TO
Fire or incident of seaplane fire or crash	Municipality in which the crash is located
Fire at Seabus terminal in Vancouver	CoV
Fire at Seabus terminal in North Vancouver	City of North Van
Fire on Bridge attaching two cities (rail or vehicles)	Municipality in which the land closest to fire is located
Any land-based fire outside boundaries of any Municipality	Agency which owner has contracted to provide fire services and if no agreement, CoV, with costs to be collected from owner
Land based fire in boundaries of non-participating Municipality	Municipality in which the land is located