

**Memorandum of Understanding  
Road Rescue Financial Analysis Project**

This Memorandum of Understanding is made this 1st day of January, ~~2012~~ 2013

**BETWEEN:**

The Town of Golden (herein referred to as "the Town")

**AND:**

The Ministry of Justice or its successor (herein referred to as "the Ministry") as represented by the Minister of Justice (herein referred to as "the Minister")

TOGETHER referred to as the "Parties"

**WHEREAS** the Town of Golden is the Road Rescue Service Provider for the Service Area;

**AND WHEREAS** the Town of Golden wishes to gain a better understanding of the true cost of providing Rural Road Rescue service outside of its municipal boundary;

**AND WHEREAS** the Ministry of Justice makes support available to road rescue service providers for the provision of road rescue services, subject to the conditions set forth in Provincial Emergency Program Road Rescue Policy (the Road Rescue Policy);

**AND WHEREAS** the Ministry of Justice wishes to develop a detailed understanding of the costs associated with providing Road Rescue;

**NOW THEREFORE**, in accordance with these premises, the Parties agree to undertake a Road Rescue Financial Analysis Project in accordance with the terms of this Memorandum of Understanding:

**1. DEFINITIONS**

In this Memorandum of Understanding each of the following terms shall, unless the context otherwise requires, have the meaning set out beside it.

**In-Kind Administrative Support** means a non-cash donation of salaries and benefits by the Ministry for Ministry of Justice staff providing clerical assistance in data collection and grant application assistance to the Town in order to facilitate the Town's delivery of Road Rescue in the Service Area.

**MOU** means this Memorandum of Understanding

**Provincial Emergency Program Road Rescue Policy** means the Provincial Emergency Policy Bulletin 05.01 as presented in Appendix 1 - Provincial Emergency Program Road Rescue Policy.

**Road Rescue** means a combination of rescue activities which may be called upon either individually or in combination in response to a motor vehicle accident. These include extrication of vehicle occupants, embankment rescue and fire suppression.

**Road Rescue Service Provider** means an organized fire-rescue service or volunteer rescue group whose members maintain an on-going competence (training and exercises) program that meets or exceeds the Operations Level of vehicle rescue in NFPA 1670 - Standard on Operations and Training for Technical Rescue Incidents, Chapter 6 - Vehicle and Machinery.

**Service Area** means all areas north to the nearest Banff National Park boundary, all areas east to the nearest Yoho National Park boundary, all areas south to the town of Spillimacheen and all areas west to the Glacier National Park to the Roger's Pass Summit exclusive of the area within the Town of Golden's municipal boundaries. For greater clarity the Service Area map is presented in Appendix 2 – The Service Area.

**Golden Volunteer Firefighter Association** means a non profit society which engages in the provision of rescue services.

## **2. APPLICATION OF GOVERNING AGREEMENTS AND LEGISLATION**

Nothing in this MOU shall be interpreted as limiting or changing in any way the jurisdiction, authority and fulfillment of responsibilities of the Minister and the Ministry in respect to emergency management under the *Emergency Program Act* and Regulations, or any other Acts or Regulations.

## **3. PURPOSE AND DELIVERABLES**

### **3.1 Purpose**

The Parties wish to enter this MOU to carry out a Road Rescue Financial Analysis Project to determine whether the Ministry's Road Rescue Policy is aligned to reimburse the actual costs incurred by Road Rescue Service Providers in carrying out Road Rescue in the province.

### **3.2 Deliverables**

The Town will provide monthly reports to the Ministry for the purpose of identifying any variances between the costs incurred by the Town to provide Road Rescue in the Service Area and the funding provided by the Ministry to support Road Rescue.

The Town will provide the Ministry with monthly reports in sufficient detail to identify:

- The number of Road Rescue deployments in the month in the Service Area.
- The incremental expenses incurred by the Town in providing Road Rescue in the Service Area, including;
  - Incremental staffing charges;
  - Incremental equipment repair or replacement expenses;
  - Incremental operating cost for response vehicles; and,
  - Incremental administration costs for Road Rescue program administration, including training costs.

- Any other incremental expenses incurred in providing Road Rescue as described in Appendix 3 of this MOU.

For greater clarity, the incremental expenses incurred by the Town and reported to the Ministry under this deliverable are not recoverable by the Town from the Ministry, and are for the Ministry's information purposes only.

- All funding received from the Province of British Columbia to support Road Rescue in the Service Area, including;
  - Funding provided by the Ministry under the Road Rescue Policy;
  - Funding received from Community Gaming Grants through the Province of British Columbia.
- The Town will provide to the Ministry, on a monthly basis, all supporting invoices, receipts and timesheets necessary to support the Road Rescue expenses identified in the Town's monthly reports.
- The financial information provided by the Town to the Ministry as part of the Deliverables of the MOU will be prepared in accordance with Canadian Generally Accepted Accounting Principles.
- At the Ministry's request, The Town will provide all additional documentation required by the Ministry to support the expenses identified in the Town's monthly reporting.

#### **4. FINANCIAL CONTRIBUTION**

##### **4.1 Maximum Amount**

Despite section 4.2 of this MOU, \$20,000 is the maximum amount that the Ministry is obliged to pay to the Town over the term under this MOU.

##### **4.2 Payment**

Each month, upon receipt of the deliverables (as identified under section 3.2) to the satisfaction of the Ministry, and in accordance with section 4.3 of this MOU, the Ministry will pay the Town the amount of \$1,666.67

##### **4.3 Statements of Account**

In order to obtain payment under this MOU, for each a Billing Period (a period from and including the 1st day of a month to and including the last day of that month) the Town must deliver to the Ministry on a date within 30 days after the Billing Period, a written statement of account in a form satisfactory to the Ministry containing:

- the Town's legal name and address;
- the date of the statement, and the Billing Period to which the statement pertains;
- a description of this MOU;
- a statement number for identification; and
- any other billing information reasonably requested by the Ministry.

#### 4.4 Payment Due

Within 30 days of the Ministry's receipt of the Town's written statement of account delivered in accordance with section 4.3, the Ministry must pay the Town the financial contribution claimed in the statement if they are in accordance with this MOU.

#### 5. ACCOUNTS AND AUDIT

The Town shall ensure that during the term of this MOU and for seven (7) years thereafter:

- a) that all financial books, accounts, and records of its revenue received and expenses incurred and paid in connection with providing Road Rescue in the Service Area shall be kept along with all invoices, receipts, and vouchers relating thereto; and,
- b) shall make available to the Ministry such books, accounts, records, invoices, receipts, and vouchers referred to above for examination and audit purposes.

#### 6. OTHER CONTRIBUTIONS

The Ministry will provide In Kind Administrative Support to assist the Town in providing Road Rescue to the Service Area to a maximum value of \$20,000 over the term of this MOU.

The value of In-Kind Administrative Support provided by the Province to the Town will be measured based on clerical assistance in data collection, and assistance with other administrative functions related to this MOU.

The Ministry will provide a report to the Town each Billing Period detailing the value of In-Kind Administrative Support provided in the billing period.

#### 7. TERMS and CONDITIONS OF the MEMORANDUM OF UNDERSTANDING

This MOU will be effective upon the completion of all the following:

- The signing of the MOU by the Parties;
- The receipt of \$80,000 of gaming grants for the purchase of the equipment identified in Appendix 4, by the Golden Volunteer Firefighter Association;
- Receipt by the Golden Volunteer Firefighter Association of a suitable vehicle (equivalent to the GADSAR Road Rescue truck 2007 F 550) or sufficient funding from gaming grants to purchase a suitable vehicle.

The term of the MOU will end on December 31, 2013.

This MOU may be extended for an additional one year term, or otherwise amended by mutual written agreement duly executed by both of the Parties.

A party wishing to withdraw from this MOU must inform the other party in writing with at least thirty days advance notice.

## 8. DISPUTE RESOLUTION

Any matter of concern or dispute arising from this MOU will be resolved only by consultation between the Parties, and will not be referred to any other third party for settlement.

## 9. OWNERSHIP

The Ministry will be the owner of the information on Road Rescue expenses developed under section 3.2 of this MOU.

Any publication of information on Road Rescue expenses developed under section 3.2 of this MOU shall only be possible with the consent of the Ministry. Such consent will be normally granted within 6 weeks and shall not be unreasonably withheld.

## 10. SIGNATORIES

This MOU reflects the good faith and spirit of cooperation of the Parties.

For the Town by its authorized signatory:

For the Province of BC by its authorized signatory:



David Allen,

Chief Administrative Officer



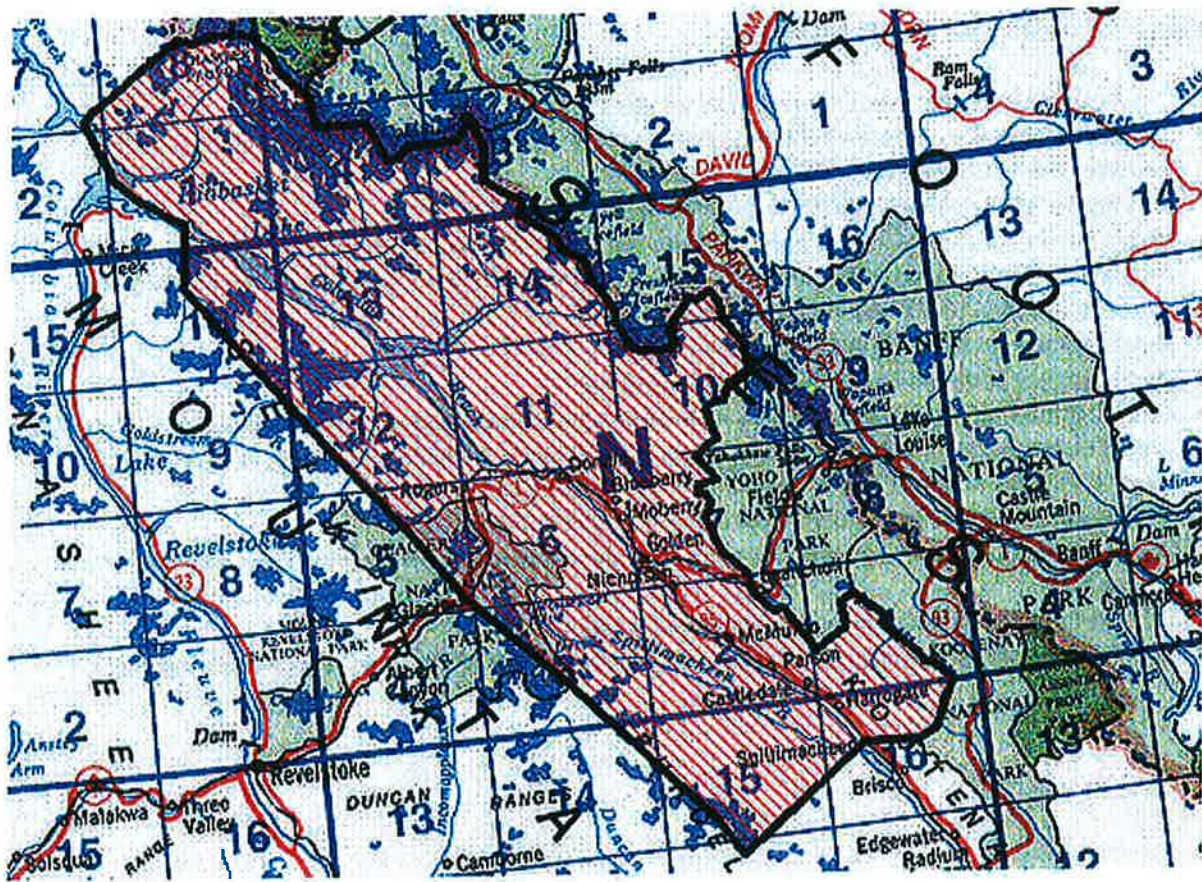
Rebecca Denlinger

Assistant Deputy Minister/Fire and  
Emergency Management Commissioner

**Appendix 1 - Provincial Emergency Program Road Rescue Policy**



Appendix 2 – The Service Area



### **Appendix 3**

#### **Costs Associated with Road Rescue Response**

- Fuel and maintenance costs for response vehicles
- Insurance costs for response vehicles, additional insurance costs if any over and above for vehicles used outside jurisdictional boundaries
- Firefighter pay (staffing costs if any associated to response)
- Extra maintenance of personal protective gear (e.g. cleaning or replacement due to contamination from fuel, products or combustion, hazardous materials, blood, body fluids)
- Disposables (e.g. absorbent for minor fuel spills)
- Recharging costs for fire extinguishers as required
- Foam replacement (if vehicle carries a foam supply)
- Ongoing training costs (e.g. heavy hydraulics and associated rescue equipment, practice vehicles, hybrid/electrical vehicle awareness, first aid with spinal endorsement, HAZMAT awareness, scene safety, traffic control, low-angle rope rescue, etc.)
- Additional need for Critical Incident Stress defusing/debriefing
- Administration staffing costs for: reporting, documentation filing, time sheets and equipment usage
- Administration staffing cost associated to grant applications
- Administration staffing cost associated to task number for equipment repair or replacement



#### Appendix 4

List of Capital and Operating Equipment to be provided to the Town by the Ministry:

DESCRIPTION	COST
GADSAR Truck Equipment Update	\$45,000
Low-slope rescue equipment	\$8,600
High pressure lifting bags	\$5,500
Paratech rescue struts	\$5,000
Mobile light towers, portable lights with genset	\$3,500
Hand tools	\$2,000
Impact Gun	\$3,000
Fire Foam Extinguishers	\$3,500
Air bag restraint system	\$900
Operating Risk	\$3,000
TOTAL	\$80,000*

\*Note: all pricing approximate and does not include taxes and shipping.

