

COWICHAN LOCAL AUTHORITY EMERGENCY MANAGEMENT AGREEMENT

THIS AGREEMENT, dated and in effect this 1st day of January, 2026.

BETWEEN:

COWICHAN VALLEY REGIONAL DISTRICT
175 Ingram Street
Duncan, BC V9L 1N8

AND:

THE CITY OF DUNCAN
PO Box 820
200 Craig Street
Duncan, BC V9L 3Y2

AND:

THE TOWN OF LADYSMITH
PO Box 220
410 Esplanade
Ladysmith, BC V9G 1A2

AND:

THE TOWN OF LAKE COWICHAN
PO Box 860
39 South Shore Road
Lake Cowichan, BC V0R 2G0

AND:

THE DISTRICT OF NORTH COWICHAN
PO Box 278
7030 Trans Canada Highway
Duncan, BC V9L 3X4

(hereinafter collectively referred to as “the Parties”)

NOW THIS AGREEMENT WITNESSETH:

WHEREAS, whole, cooperative, and collective leadership from all local authorities in the Cowichan Region is essential to support an effective regional emergency management program to prepare for, prevent, respond to, and recover from the effects of emergencies and disasters;

AND WHEREAS, pursuant to section 21 of the *Emergency and Disaster Management Act, SBC 2023, c.37*, two or more local authorities may establish a Multi-Jurisdictional Emergency Management Organization (MJEMO) for purposes that include:

- (a) providing, in relation to the areas or matters for which the organization has responsibility, oversight, leadership and coordination of activities with respect to each phase of emergency management;
- (b) making recommendations to organization members respecting emergency management.

AND WHEREAS, CVRD Bylaw No. 4650, Regional Emergency Management Establishment Bylaw, 2025 (the “Regional Emergency Management Establishment Bylaw”), with the approval of all participating areas in the regional emergency management service established under that bylaw, establishes Emergency Management Cowichan (EMC) as the Multi-Jurisdictional Emergency Management Organization (MJEMO) for the Cowichan Valley Regional District;

AND WHEREAS, pursuant to section 23 of the *Emergency and Disaster Management Act*, local authorities may enter into agreements for the purposes of:

- (a) cooperating in taking emergency measures;
- (b) providing and receiving assistance, including in the form of financial aid, emergency resources and the use of land, in taking emergency measures; and
- (c) to recover costs in relation to the provision of assistance.

NOW THEREFORE, in consideration of the agreements and covenants set out herein, it is hereby agreed by each of the Parties as follows:

1. Interpretation

(a) In this Agreement:

Advisory Committee means the advisory committee for Emergency Management Cowichan comprising the group of persons as set out in Schedule A, who will advise EMC regarding the development and maintenance of the Cowichan Regional Multi-Jurisdictional Emergency Management Program;

Board means the Board of the Cowichan Valley Regional District;

Cowichan Region means the area within the boundaries of the Cowichan Valley Regional District;

Cowichan Regional Emergency Management Plan means the emergency management plan for the Cowichan Region, prepared by Emergency Management Cowichan in accordance with this Agreement and the *Emergency and Disaster Management Act*.

Cowichan Regional Emergency Management Program means the policies, plans, operations and activities required for each phase of emergency management in the Cowichan Valley Regional District.

Cowichan Regional Emergency Management Service means the regional emergency management service established by *CVRD Bylaw No. 4650 - Regional Emergency Management Establishment Bylaw, 2025*;

CVRD means the Cowichan Valley Regional District;

Emergency means an emergency as defined in the *Emergency and Disaster Management Act, SBC 2023, c.37*, requiring the activation of a REOC to provide emergency response coordination within all or a part of the Cowichan Region;

Emergency Management Cowichan (EMC) means the division of the CVRD which has been established under the Regional Emergency Management Establishment Bylaw as the multi-jurisdictional emergency management organization for the participants in the Cowichan Regional Emergency Management Service;

Incremental cost means additional expenses beyond normal operations that are directly attributable to an emergency event;

Regional Emergency Operations Centre (REOC) means the team or structure coordinating response and recovery as described in Schedule B;

Regional Information Officer means the officer or employee of a Party who is designated, at the request of EMC, to coordinate all public communication respecting an emergency;

Response Support Location means any facility, room, or space identified for the purposes of the REOC, such as REOC meetings, reception centres, group lodging areas, reunification centres, disaster supply centres, and recovery centres:

Technical Advisory Group (TAG) means the staff-level group that supports the Advisory Committee, as described in Schedule A.

(b) In this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- i. words and expressions used have the same meaning as in the *Emergency and Disaster Management Act* and the *Local Government Act*;
- ii. words in the singular include the plural and words importing a corporate entity include individuals, and vice-versa;
- iii. a reference to an enactment is a reference to an enactment as defined in the *Interpretation Act*, R.S.B.C. 1996, c. 238, and includes a reference to an enactment of any Party;
- iv. reference to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and
- v. headings used herein and the division of this Agreement into Articles, sections subsections and Schedules, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) The following Schedules are attached to and form part of this Agreement:

Schedule A – Cowichan Emergency Management Advisory Committee Terms Of Reference

Schedule B – REOC Operational Framework

Schedule C – Response Compensation And Payment Provisions

Schedule D – Sharing of Public Non-Personal Data for Emergency Management Purposes

2. Cowichan Region Multi-Jurisdictional Emergency Management Organization

The Parties agree that the Cowichan Valley Regional District will continue to maintain Emergency Management Cowichan as the Multi-Jurisdictional Emergency Management Organization responsible for delivering the Cowichan Regional Emergency Management Program, as described in the Cowichan Regional Emergency Management Plan.

3. Advisory Committee

- (a) The Advisory Committee will provide strategic advice and oversight to Emergency Management Cowichan.
- (b) The composition and terms of reference of the Advisory Committee are defined in Schedule A.
- (c) The Technical Advisory Group, comprising staff representatives from each Party, will provide technical support to the Advisory Committee.

4. Planning & Preparedness

- (a) EMC will:
 - i. prepare the Cowichan Regional Emergency Management Plan for approval in accordance with Regional Emergency Management Establishment Bylaw;
 - ii. lead the development, coordination, and maintenance of the Cowichan Regional Emergency Management Program and associated policies, plans and strategies, in accordance with the Cowichan Regional Emergency Plan.
- (b) Each of the Parties agree to:
 - i. Maintain and share updated contact lists for REOC and Emergency Support Services positions;
 - ii. Share emergency and continuity plans with EMC;
 - iii. Provide facility access for Response Support Locations;

- iv. Share data related or required to prepare for the prompt coordination of emergencies as described in Schedule D;
- v. Participate in regional training and exercises; and
- vi. Support EMC's coordination of the Cowichan Regional Wildfire Resiliency Committee (CRWRC) and FireSmart and risk reduction programs as applicable.

5. Emergency Response

- (a) Any Party may request the activation of the REOC to support an existing, anticipated or emerging Emergency within its jurisdiction, provided that each Party is expected to undertake and coordinate the response to an Emergency which impacts only the infrastructure and operations of that Party.
- (b) The REOC may be activated by the EMC Duty Manager or designate in accordance with Schedule B "REOC Operational Framework", which is attached to and forms part of this Agreement.
- (c) Each Party is committed to ensuring that the use of personnel, equipment, supplies, and other Emergency response resources and capabilities maximizes the efficiency of coordinated planning and response to and recovery from major Emergencies within the boundaries of the CVRD.
- (d) Each Party acknowledges that when a REOC is activated, their resources may be deployed outside their jurisdiction but within the jurisdictional boundaries of the CVRD.
- (e) Each Party acknowledges that this Agreement is not intended to replace or supplant any Mutual Aid Agreements in force between any of the Parties, nor to prevent any Party from negotiating a new Mutual Aid Agreement or from renewing or amending an existing Mutual Aid Agreement.
- (f) The Parties may provide assistance to each other under this Agreement in accordance with the *Local Government Act*, the *Community Charter*, the *Emergency and Disaster Management Act* and the British Columbia Emergency Management System (BCEMS).

6. Term

- (a) This Agreement shall be effective from January 1, 2026, unless terminated in accordance with Section 13.
- (b) This Agreement shall be reviewed annually by all Parties and may be amended as required from time to time in accordance with Section 12.

7. Response and Recovery Costs

- (a) EMC shall coordinate financial administration during the response and recovery phases, consistent with the EMC Emergency Financial Delegation Policy, which is included in Schedule C and forms part of this Agreement.
- (b) The Parties shall submit incremental costs for reimbursement in accordance with Schedule C.
- (c) Each Party remains responsible for recovery claims and recovery operations respecting the impacts of an Emergency within its jurisdiction.
- (d) EMC will coordinate regional ESS claims, response claims and reporting.

8. Independent Jurisdiction

- (a) Subject to its participation in the Cowichan Regional Emergency Management Program and this Agreement, each Party remains an independent local authority and is responsible for performing its powers and fulfilling its obligations under the *Emergency and Disaster Management Act*.
- (b) Personnel deployed through EMC remain employees of their respective organizations.
- (c) Nothing in this Agreement creates an employment relationship between a Party and the employees of another Party.

9. Indemnity

Where a Party (the “**Providing Party**”) provides assistance to another Party (the “**Receiving Party**”) under this Agreement, the Receiving Party shall indemnify and save harmless the Providing Party from all loss or damage to the Providing Party’s property arising out of such assistance, subject to the limitations on compensation under section 130(2) of the *Emergency and Disaster Management Act*.

10. Insurance

Each Party shall maintain appropriate insurance coverage for its own personnel and property engaged under this Agreement.

11. Waivers

Failure of any Party to enforce any provision of this Agreement does not constitute a waiver of that provision.

The Corporate Seal of the
CITY OF DUNCAN
as hereto affixed in the presence of:

Mayor

Director of Corporate Services

The Corporate Seal of the
TOWN OF LADYSMITH
as hereto affixed in the presence of:

Mayor

Manager of Corporate Services

The Corporate Seal of the
TOWN OF LAKE COWICHAN
as hereto affixed in the presence of:

Mayor

Chief Administrative Officer

The Corporate Seal of the
DISTRICT OF NORTH COWICHAN
as hereto affixed in the presence of:

Mayor

Corporate Officer

SCHEDULE "A"
COWICHAN EMERGENCY MANAGEMENT ADVISORY COMMITTEE
TERMS OF REFERENCE

1. Membership

The Advisory Committee will include:

- (a) One CAO representative or their designate for each Local Authority in the Cowichan Valley Regional District, so long as the designate is delegated the authority of the CAO for this Committee;
- (b) Such other representatives as the CVRD CAO recommends to the Board and the Board approves from time to time; and
- (c) The Chair of the Committee will be the CVRD CAO or their designate.

2. Administration

- (a) The Advisory Committee may meet virtually or in person, and such meetings will occur at least quarterly.
- (b) The EMC Senior Manager of Emergency Management Cowichan and, as required, other CVRD or EMC staff will attend to facilitate and support meetings, deliver progress reports, and provide information as requested.
- (c) A Technical Advisory Group will provide technical support to Advisory Committee members:
 - i. The Technical Advisory Group (TAG) will consist of one standing member and one alternate from each Party, appointed by their respective CAO.
 - ii. Emergency Management Cowichan will serve as Chair and provide Secretariat support to the TAG.
 - iii. The TAG will meet at least quarterly, in advance of the Advisory Committee's scheduled meetings, to discuss technical elements of the Cowichan Regional Emergency Management Program.
 - iv. TAG members will be accountable for providing technical advice to their Advisory Committee members before Advisory Committee meetings.
 - v. Members of the TAG may, from time to time, invite other staff from their respective Party if it is adjudged that the subject matter expertise of that staff is relevant to the technical issue being discussed
 - vi. The Chair of the TAG Group may invite an external subject matter expert to contribute to meetings of the Technical Advisory Group.

3. Voting

The Advisory Committee's decisions will be made by consensus where possible. In the absence of consensus, the Committee shall vote, with the Chair having the tie-breaking vote, if required. The Advisory Committee will not defer voting once a decision point has been reached.

4. General Areas of Responsibility

The Advisory Committee will provide advice to Emergency Management Cowichan on the following issues:

- (a) Emergency management priorities;
- (b) Training and exercise plans;
- (c) Operational and administrative policies of Emergency Management Cowichan;
- (d) Policies to support activation, which must be enacted across all jurisdictions;
- (e) First Nations engagement;
- (f) Strategic direction on program areas (Emergency Support Services, preparedness programs, mitigation initiatives/programs, response programs, and recovery initiatives, alignment with the regulations of the *Emergency and Disaster Management Act RSBC 2023*);
- (g) Mutual aid agreements;
- (h) Grant applications;
- (i) Emergency Management Cowichan financial priorities and long-term financial planning, including annual budget recommendations; and
- (j) Strategies and priorities for assets, storage, fleet and Response Support Locations.

5. General Areas Not in Scope

The following decisions remain the mandate of the CVRD CAO and/or the CVRD Board:

- (a) Hiring, performance reviews, promotions, and terminations of the staff of Emergency Management Cowichan;
- (b) Day-to-day human resource policies, procedures, and interpretation of CVRD collective agreements, where they are not related to REOC activations and are related to Emergency Management Cowichan staff;
- (c) Approval of the Emergency Management Cowichan CVRD Functions 205 and 109 annual budget;
- (d) Inclusion of new partners in the Cowichan Regional Emergency Management Service (such as First Nations) upon recommendation of this Advisory Committee; and,
- (e) Relocation of the REOC.

SCHEDULE “B”

REOC OPERATIONAL FRAMEWORK

The Parties mutually agree to the following Regional Emergency Operations Centre (REOC) Operational Framework set out below:

1. The REOC may be activated under the following conditions:
 - (a) Response Support:
 - i. *A single Local Authority event* – A situation confined to one location/jurisdiction and requiring emergency response that does not affect region-wide services, population or traffic; or
 - ii. *A multi-jurisdictional event* – a situation requiring an emergency response that affects services, populations, and geographical areas in multiple jurisdictions.
 - (b) Response Command:
 - i. After immediate emergency response activities are completed, and emergency impacts still require urgent mitigation and management on-site.
2. The authority to activate the REOC is with the Emergency Management Cowichan Duty Manager, or designated Emergency Program Coordinator, of Emergency Management Cowichan. Wherever possible, the Emergency Management Duty Manager will consult and coordinate with the impacted jurisdiction CAO(s) before activation.
3. The REOC may be staffed by any combination of trained staff from any local authority, Emergency Management Cowichan staff, or limited to only the Emergency Management Cowichan Duty Manager, as the situation warrants.
4. Wherever possible, based on staff knowledge, experience and skill, the command position of the REOC will be filled by staff from the impacted jurisdiction(s).
5. The REOC will follow the Incident Command System (ICS) to ensure improved communication, interoperability, scalability, and clarity of roles and responsibilities.
6. The REOC will incorporate and align with the British Columbia Emergency Management System (BCEMS) as it applies to the incident and where the Province may activate Provincial Regional Emergency Operations Centres and/or the Provincial Emergency Coordination Centre.

7. The REOC will have the authority to enact response actions and resources to any impacted jurisdiction of the Parties.
8. The REOC will have defined response and/or support objectives, which may include but are not limited to:
 - (a) Site support
 - (b) Consequence management
 - (c) Policy consultation
 - (d) Overall strategic direction
 - (e) Information collection, evaluation and distribution
 - (f) Coordination of agencies and/or departments
 - (g) Resource management
 - (h) Internal and external communications
 - (i) Continuity of essential operations
9. Other Regional Emergency Operations may be activated by the REOC or as needed under the Cowichan Regional Emergency Plan.

SCHEDULE "C"

RESPONSE COMPENSATION AND PAYMENT PROVISIONS

The Parties agree to the response compensation and payment provisions set out in the EMC Emergency Financial Delegation Policy and the REOC Response Pay Policy, as updated from time to time.

[INSERT COPY OF BOTH POLICIES HERE]

Table of Revisions

Date of Revision	Summary of Change	Approved By
XX-XXX-2025	First version – 1.0	

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Policy

Purpose of Policy

The Emergency Financial Delegation Policy outlines the authority and spending limits of various positions and roles during an activation of the Local Authority Emergency Plan (Cowichan Emergency Plan or CEP).

Scope of Policy

This policy is a governing policy that applies to positions in the Regional Emergency Operations Centre (REOC), and emergency duty staff from EMC when managing an Emergency as defined by *the Emergency and Disaster Management Act 2023*. This policy applies to any staff – CVRD, Duncan, Ladysmith, Lake Cowichan and North Cowichan, who may be acting in a REOC role. This policy is applicable when an Emergency exists that must be managed by local authorities coterminous with the boundaries of the CVRD. Activation of this policy is **not** dependent on the declaration of a State of Local Emergency (SOLE).

Policy Statement(s)

1. The REOC Director is authorized to expend funds as per the limits established under the Delegation of Authority By-Law, CVRD:
 - Values up to and including \$1,000,000.00 per expense (item/service) which are not included in the Impacted Jurisdiction's financial plan which are required for the preservation of life, health, or the protection of property. A State of Local Emergency is not required for this limit to apply.
 - With prior written approval from the Agency Administrators Group (including a representative from the head of each impacted local authority), additional values which exceed \$1,000,000.00 per expense (item/service) which are not included in the CVRD's financial plan but which are required for the preservation of life, health or the protection of property.
2. A REOC Section Chief is authorized to expend funds as per the limits established under the Delegation of Authority By-Law, CVRD:
 - Values up to and including \$250,000.00 per expense(item/service) which are not included in the Impacted Jurisdiction's financial plan which are required for the preservation of life, health, or the protection of property. A State of Local Emergency is not required for this limit to apply.
3. The activation of a REOC, REOC Director and Agency Administrators Group will follow the Emergency Plan.
4. REOC Directors will follow the REOC Financial Procedures as detailed below when approving expenses, and attend training related to financial processes in the REOC, as required by the Emergency Plan and/or Training Plan.

Procedure(s)

1.0 REOC Operations (Level 1-3)

1.1 – Task Number

The activation of the REOC will, wherever possible, include the request of a Provincial Task Number from the Ministry of Emergency Management and Climate Readiness. If a Provincial Task Number is provided, it will be included on all invoices initially – regardless of eligibility.

1.2 – Resource Requests

Supplies and equipment will be requested through the Resource Request Process as defined in the REOC Standard Operating Procedures. This ensures requests are documented, and where required, rationale is recorded.

1.3 – Resource Tracking

Internal and external resources must be tracked. People will be tracked through sign-in sheets which identify the person’s name, position, hours worked, which hours are considered incremental and which hours are considered overtime by their jurisdictional employer.

1.4 – Approval of Expenses

The approval of equipment, supplies and contracted services expenses will follow Table 1. Evidence of approval will follow existing CVRD procedures (stamped invoices which are moved through CVRD Accounts Payable to process).

Types of expenses that are not clearly reimbursable by the Province will be reviewed by the REOC Director, who will determine whether the cost will be considered high or low confidence for reimbursement. These costs must be directly related to the response and required for the preservation of life, health or the protection of property.

Where an Expense Authorization Form (EAF) has been declined by the Province, or there is low certainty that the expense is reimbursable but is deemed necessary to an emergency response, the REOC Director will communicate high risk/high cost decisions to Agency Administrators of as part of the regular briefing cycle. Where an Agency Administrators decision is required to authorize an expenditure, the REOC Director will make recommendations with rationale to the Agency Administrators Group.

Table 1 – Position Spending Authority Per Expense (item/service)

High Confidence Reimbursement		
	No EAF	Approved EAF
REOC Section Chief	<\$100,000	<\$250,000
REOC Director	<\$500,000	<\$1,000,000
Agency Administrators	>\$500,000	>\$1,000,000
Low Confidence Reimbursement		
REOC Section Chief	< \$10,000	

REOC Director	< \$250,000
Agency Administrators	> \$250,000

1.5 – Initial Payment

The CVRD will pay all resources *except* staffing costs and mileage, regardless of jurisdiction. Human resources will be tracked within the REOC, but payment of staff remains with each local authority employer. The CVRD will reimburse all volunteers and incident-contracted staff.

1.6 – Records During Operations

Costs will be tracked in a single location (single source of truth). Where possible, resource requests and associated invoices and payments should be tracked in D4H to ensure multi-jurisdictional access to essential records.

2.0 Response and Recovery Financial Reimbursement

2.1 – Equipment, Supplies, Contracted Services

The CVRD will seek reimbursement from the Province for all applicable costs except local government staffing. Where a cost is denied (and an appeal is also denied), the CVRD may engage jurisdictions impacted in the response to address cost recovery from the appropriate tax base.

2.2 – Human Resource Cost Recovery

As each jurisdiction will remain responsible to reimburse their jurisdiction’s staff who responded and supported the incident, provincial reimbursement for incremental staff costs (overtime pay and mileage claims) must be applied for by each applicable jurisdiction. The CVRD will pay and seek reimbursement for volunteer and incident-contractor costs.

2.3 – Costs Beyond Response

Recovery costs (as defined by *the Disaster Financial Assistance Regulations* – whether current or updated to align with the *Emergency and Disaster Management Act* [2023]) must be managed by each jurisdiction. The REOC will initiate this process by applying for a recovery coordinator (generally temporary contracted staff) for each impact jurisdiction under an EAF. Once approved, the REOC may assist to identify options for Recovery Coordinator contractors to support each impacted jurisdiction, however the procurement, deployment, demobilization, initial remuneration and provincial reimbursement claim for this resource will be the responsibility of the impacted jurisdiction to whom the resource is assigned. This resource can assist the impacted jurisdiction through the recovery process including provincial reimbursement.

2.4 – Ineligible Expense Cost Recovery

Where costs are not eligible for provincial reimbursement, the Agency Administrators Group will determine which Impacted Jurisdiction(s) will reimburse the CVRD. This decision will be based on the overall impact of the Emergency, and the potential impact of inaction (had the REOC not

proceeded). This may result in cost sharing across all jurisdictions or be assigned to a singular jurisdiction as the situation dictates.

3.0 Borrowing under a State of Local Emergency

3.1 – Borrowing during response

Where costs substantially exceed available funding and the Agency Administrators Group has approved the recommendation to borrow funding, the CVRD will lead the process including Board approvals and bylaw implementation. Financial reimbursement, including any cost sharing across jurisdictions will follow Section 2.0.

Reviewed by

XXX XX, 2025	Sr. Manager, EMC	Via Email
Date	Title	Signature

XXX XX, 2025	Chief Financial Officer, CVRD	Via Email
Date	Title	Signature

Approved by

XXX XX, 2025	CAO, CVRD CAO	Via Email
Date	Title	Signature

XXX XX, 2025	CAO, City of Duncan	Via Email
Date	Title	Signature

XXX XX, 2025	CAO, Municipality of North Cowichan	Via Email
Date	Title	Signature

XXX XX, 2025	CAO, Town of Lake Cowichan	Via Email
Date	Title	Signature

XXX XX, 2025	CAO, Town of Ladysmith	Via Email
Date	Title	Signature

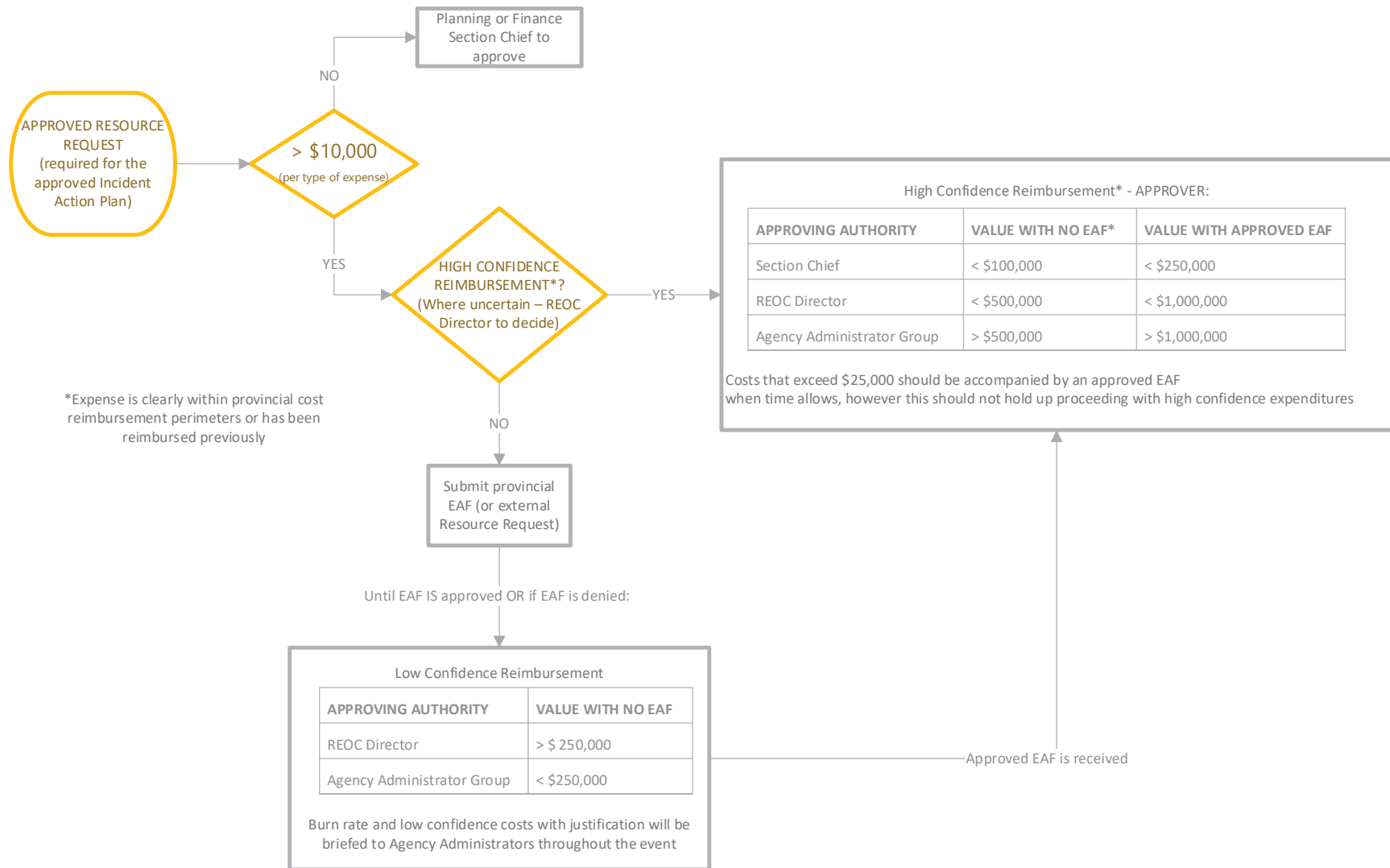
Appendix A: Definitions

Expense Authorization Form (EAF) – Specific information provided to the Ministry of Emergency Management and Climate Readiness (EMCR) to confirm eligibility of a specific expense for provincial reimbursement.

Impacted Jurisdiction – Any local authority in the Cowichan – City of Duncan, Cowichan Valley Regional District, Municipal District of North Cowichan, Town of Ladysmith, and/or Town of Lake Cowichan – experiencing an emergency that impacts a service, people, environment or property within their jurisdictional boundary, and which requires prompt coordination or support and exceeds normal operations of first responders, or requires additional assistance.

Provincial Task Number – Incident-specific number assigned by the Ministry of Emergency Management and Climate Readiness (EMCR) upon request. The assignment of a task number generally indicates that this type of emergency may generate some expenses which may be eligible for provincial reimbursement.

Appendix B: Financial Approvals in an Emergency - Process Diagram



SCHEDULE "D"

SHARING OF PUBLIC NON-PERSONAL DATA FOR EMERGENCY MANAGEMENT PURPOSES

1. Data Sharing

Subject to the clauses in Section 2 below, the Parties agree to share the following Geographic Information Systems (GIS) data for their jurisdiction:

- (a) Addressing, including parcel information;
- (b) Flood mapping and flood extents, projections and predictions;
- (c) Wildfire Urban Interface Risk ratings; and
- (d) Critical infrastructure locations.

2. Clauses

- (a) The User is an employee, contractor, agent or representative of one of the Parties.
- (b) All right and title to the Data remains with the providing Party.
- (c) There will be no commercial application of the Data.
- (d) The User agrees to use the Data for emergency preparedness, response and recovery purposes ("emergency") only and agrees not to sell or license said Data.
- (e) Any representation of the Data on a website or on physical products to which any member of the public may have access must be void of all personal data as defined in the *Freedom of Information and Protection of Information Act*, as amended.
- (f) Any contractor working with the Data on behalf of the partners must commit, in writing, to the:
 - i. Complete non-distribution of the Data except with written permission.
 - ii. Complete deletion of the Data upon completion of the work for which the Data was used.
- (g) The User will adhere to security policies and procedures regarding the Data where applicable.
- (h) The User will use the data as "read only", and will not perform updates or corrections to the Data.

(i) The User accepts the use of the Data on an "as is, and with faults" basis.

3. Access to Partner Systems

This Data Sharing Schedule does not entitle the data user to access Partner GIS systems; it only permits the use of shared data for "emergency" purposes. If system access is necessary, the authorizing Party must explicitly request access, on the data user's behalf, specifying the need for such access and the term for which access will be granted.