

COWICHAN EMERGENCY MANAGEMENT LOCAL AUTHORITY AGREEMENT - ATTACHMENT A

THIS AGREEMENT dated and in effect this _____ day of _____, 2025.

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 V9L 1A2

AND: THE TOWN OF LAKE COWICHAN
PO Box 860
39 South Shore Road
Lake Cowichan BC V9L 2G0

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

(hereinafter called “the Parties”)

NOW THIS AGREEMENT WITNESSETH:

WHEREAS, it is desirable that full, cooperative, and collective leadership from all of the local authorities in the Cowichan area is essential to support an effective regional emergency program to prepare, plan, prevent, respond to and recover from the effects of emergencies and disasters;

AND WHEREAS, “*CVRD Bylaw No. 1909 – Emergency Programs (Emergency Program Act) Extended Service Bylaw, 1999*”, enacted under the *Local Government Act*, RSBC 2015 c. 1 grants to the Cowichan Valley Regional District the additional power to provide emergency programs as an extended service under the *Emergency Program Act*. RSBC 1996 c. 111 (the “Emergency Program Act”);

AND WHEREAS the Emergency Program Act has been repealed and replaced with the *Emergency and Disaster Management Act*, SBC 2023, c. 37 (the “Emergency and Disaster Management Act”);

AND WHEREAS, Pursuant to section 263(1)(b), of the *Local Government Act*, RSBC 2015 c. 1 a local authority may enter into a Mutual Aid Agreement with one or more local authorities for emergency resources of all types and subsequent cost recovery;

AND WHEREAS, a regional emergency management program has been enacted to coordinate emergency management in accordance with the local authority requirements of the *Emergency*

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and Disaster Management Act, for all of the Municipalities and Electoral Areas within the Regional District; and

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

1. Interpretation

(a) In this Agreement:

Advisory Committee means the advisory committee for CVRD's Regional Emergency Management Organization comprising the group of persons as set out in Schedule A, who will advise the Regional Emergency Management Organization regarding the development and maintenance of the Regional Emergency Management Program;

Board means the Board of the Cowichan Valley Regional District;

Command Staff means the specific positions of REOC Director, Liaison Officer, Information Officer, Safety Officer, and Risk Management Officer as described under the Incident Command System of Canada;

CVRD means the Cowichan Valley Regional District;

Emergency means a state that

(a) is the result of any of the following:

(i) an event that

(A) has occurred, is ongoing or appears imminent, and

(B) is caused by one or more incidents, whether or not those incidents occur in the same location or at the same time, of accident, fire, explosion, technical failure, rioting, security threat, terrorist activity within the meaning of section 83.01 of the *Criminal Code*, force of nature or a prescribed type of incident;

(ii) the presence, suspected presence or imminent spread of a transmissible disease or an environmental toxin;

(iii) a type of event prescribed by regulation under the *Emergency and Disaster Management Act*, or the presence or suspected presence of circumstances that are prescribed by regulation under the *Emergency and Disaster Management Act*, and

(b) requires the prompt coordination of action, or the special regulation of persons or property, to protect

(i) the health, safety or well-being of persons, or

(ii) the safety of property or of objects or sites of heritage value

Emergency and Disaster Management Act has the meaning specified in the recitals to this Agreement;

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Emergency Plan means a document, other than a Regional Emergency Plan, that describes the actions that will be taken when an Emergency occurs, including how people, property, and the environment will be protected in an Emergency;

Emergency Support Services (ESS) means temporary basic need support provided to evacuees from Emergencies. This may include clothing, food, lodging, incidentals, and emotional/cultural support;

General Staff means the specific positions of Logistics Chief, Planning Chief, Operations Chief and Finance Chief as described under the Incident Command System of Canada;

Incremental Cost means additional costs beyond normal local authority operations (such as overtime wages), that are directly attributed to an event and would not be incurred in the normal course of business;

Local Authority has the same meaning as in the *Emergency and Disaster Management Act*.

Providing Party means a party providing assistance under this Agreement;

Emergency Management Cowichan means a division of the CVRD staffed by CVRD staff and administered through the CVRD Emergency Program Service as established originally under *CVRD Bylaw No. 1909*, charged with developing, implementing, maintaining, and improving the Regional Emergency Management Program;

Regional Emergency Plan means a document that describes the actions that will be taken when an Emergency occurs in any Cowichan local authority, including how people, property, and the environment will be protected in an Emergency or Disaster;

Regional Emergency Management Program means the regional Emergency program that coordinates Emergency planning and facilitates the implementation of activities during each phase of the Emergency management process for all of the Municipalities and Electoral Areas within the CVRD during an Emergency involving some or all of the Municipalities and Electoral Areas within the CVRD;

Regional Emergency Operations means the operations necessary to respond to and begin recovery from an Emergency; including but not limited to REOC and ESS services.

Regional Emergency Operations Centre (REOC) means a team that coordinates and supports the response and initial recovery to Emergencies by combining Emergency response resources allowing for unified decision making, coordinating public messaging, and prioritizing scarce resources between local authorities within the Cowichan region;

Resources means persons, equipment, supplies, facilities, and other property;

Response Support Location means any facility, room, or space identified for the purposes of the REOC, including but not limited to REOC meetings, reception centres, group lodging areas, reunification centres, disaster supply centres, and recovery centres;

Technical Advisory Group describes the group of staff set out in Schedule A and appointed by the Members of the Advisory Committee to provide technical emergency management advice to their respective CAOs; and,

1. For the purposes of this Agreement, except as otherwise expressly provided or as the context otherwise requires:

- (a) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific terms or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (b) words in the singular include the plural and words importing a corporate entity include individuals, and vice-versa;
- (c) reference in this Agreement 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;
- (d) reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced; and,
- (e) 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.

2. Regional Emergency Management Organization

- (a) The Parties agree that the CVRD will establish and maintain an extended service to deliver the Regional Emergency Management Program through Emergency Management Cowichan, a division of the CVRD.
- (b) The Parties agree to identify Emergency Management Cowichan for the purposes of acting as the Emergency Management Organization as defined under s.19 and 20 of *the Emergency and Disaster Management Act*, 2023.

3. Advisory Committee

- (a) The Advisory Committee will provide strategic advice and, where appropriate, guidance on developing, establishing, and maintaining Emergency Management Cowichan. The terms of reference of the Advisory Committee are set out in Schedule "A" – "Terms of Reference". The authorities and roles of the Advisory Committee may occasionally change with the Parties' agreement.
- (b) The Advisory Committee will be supported by the Technical Advisory Group, comprised of one representative from each of the Municipal Parties to this Agreement and appointed by their CAO. Emergency Management Cowichan will serve as the

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representative for the CVRD and provide Chair and Secretariat functions for the Technical Advisory Group.

4. Planning & Preparedness

- (a) The Parties agree that Emergency Management Cowichan will lead the development and implementation of an emergency management strategy for the Cowichan region's local authorities, which includes public awareness, public education, local authority Emergency operations coordination training and exercises, and planning.
- (b) Emergency Management Cowichan will provide regional coordination of the FireSmart program at the parties' discretion.
- (c) To support planning and preparedness activities, the Parties agree to:
 - i. Provide an accurate contact list of staff from their jurisdiction for Regional Emergency Operations, which includes, at minimum, personnel identified for REOC Command Staff positions, REOC General Staff positions, and Emergency Support Services.
 - ii. Review their Regional Emergency Operations staff contact list every quarter for accuracy and updates;
 - iii. Share all community Emergency response plans with Emergency Management Cowichan; and,
 - iv. Provide access for Emergency Management Cowichan staff to any Municipal or CVRD facility designated as a Response Support Location for the purposes of maintenance, testing, and inventory.
- (d) Notwithstanding subsections 4 (a) and (b), the Parties agree that Emergency Management Cowichan is not responsible for:
 - i. Continuity of operations planning and/or business continuity planning for any jurisdiction's operations;
 - ii. Structural mitigation programs; or,
 - iii. Financial claims as described under Section 7.3.

5. Emergency Response

- (a) The Parties agree that all Emergencies within the jurisdictional boundary of the CVRD, will be treated as regional in scope. The Parties agree that resources for an Emergency response will first be drawn from the impacted jurisdiction(s). If the impacted jurisdiction(s) resources are insufficient to respond to the Emergency, the non-impacted parties agree to contribute available resources to the Emergency as required by the REOC.
- (b) The Parties agree to adhere to the Regional Emergency Plan. Where deviation is required, the Parties will communicate changes with as much notice as possible.

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- (c) The Parties agree to assist other Party(ies) in the case of an Emergency per this Agreement.
- (d) Each Party to this Agreement shall provide for the effective mobilization and utilization of its resources to respond to Emergencies per the provisions of Schedule B, "REOC Operational Procedures," which is attached to and forms part of this Agreement.
- (e) Each of the Parties to this Agreement 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 jurisdictional boundaries of the CVRD.
- (f) All Parties understand and agree that when a REOC is activated, their resources may be deployed outside their jurisdiction but within the jurisdictional boundaries of the CVRD.
- (g) The Parties acknowledge 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.
- (h) Assistance extended under this Agreement may be provided in accordance with current governing legislation, the *Emergency and Disaster Management Act, 2023* and the *British Columbia Emergency Management System (BCEMS)*.

6. Term

- (a) This Agreement may be in effect for a term commencing on
January 22, 2025, and expiring on December 31, 2025, unless otherwise terminated as provided for herein.
- (b) This Agreement may be extended for one (1) year with the concurrence of all parties.

7. Response and Recovery Costs

- (a) Claims for compensation by owners of real or personal property for damage or injury suffered in a Disaster will be processed individually through the Compensation and Disaster Financial Assistance Regulation 124/95, as amended or replaced from time to time;
- (b) Claims for compensation for response under Schedule 5 section 1 (d) of the Compensation and Disaster Financial Assistance Regulation, 124/95, as amended or replaced from time to time be processed by Emergency Management Cowichan with the assistance and support of finance staff of the Parties as described under Schedule C "Response Compensation and Payment Provisions".
- (c) Claims for compensation for recovery under Schedule 5 section 1 (a) – (c) and (e) – (i) of the Compensation and Disaster Financial Assistance Regulation 124/95, as

amended or replaced from time to time, will be processed by each impacted Party for their respective jurisdiction's damages.

8. Independent Jurisdiction

- (a) Any and all agents, servants or employees of each of the Parties, or other persons, while engaged in the performance of any work or services required to be performed by the Parties under this Agreement shall not be considered employees of any other Party, and a Party shall not be responsible for any act or omission of any person other than one of its own agents, servants, or employees, except as provided in this Agreement, nor shall a Party be required to provide any insurance, whether WorkSafeBC coverage or otherwise, for the agents, servants, or employees of another Party.
- (b) During normal operations, each Party to this Agreement will retain decision-making authority within its own jurisdiction. All Parties will ensure that non-emergent decisions involving multiple jurisdictions are made in consultation with all the authorities involved.
- (c) On the advice of the REOC, and if satisfied that an Emergency exists within their jurisdiction, each Party to this Agreement is responsible for ensuring the declaration, either individually or jointly, of a "State of Local Emergency" as per the *Emergency and Disaster Management Act* RSBC 2023, should this be deemed necessary. The other Parties are to be notified as soon as possible, should this occur.

9. Indemnity

Where a Providing Party supplies resources to any Party pursuant to this Agreement, the Party receiving or benefiting from the resource shall indemnify and save harmless the Providing Party from any and all claims, causes of actions, suits and demands whatsoever arising out of the assistance rendered by the Providing Party, its servants, employees or agents, or arising out of the failure to respond to a request for assistance pursuant to this Agreement, the failure to render adequate assistance, or for any other reason. For certainty, response compensation shall be in accordance with Schedule "C" to this Agreement.

10. Insurance

Each party to this Agreement agrees to maintain insurance and liability coverage, subject to the terms and conditions of its own insurance policy provided by its own insurer on any and all chattels and equipment owned by the party and utilized pursuant to provisions of this Agreement.

11. Waivers

The failure at any time of any Party to enforce any provision of this Agreement or to require at any time performance by any other Party of any provision of this Agreement shall not constitute or be construed to constitute a waiver of such provision, nor in any way affect the validity of this

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Agreement, or the right of any Party thereafter to enforce each and every provision of this Agreement.

12. Modification

No waiver, modification, or amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of each of the Parties to this Agreement.

13. Termination

Notwithstanding any other provision of this Agreement:

- (a) If any Party fails to comply with any provision of this Agreement, then, in addition to any other remedy or remedies available to the other Parties, any of those other Parties may, at its option, terminate this Agreement by giving written notice of termination to each of the other Parties; and,
- (b) Any party may terminate this Agreement at any time upon giving each of the other Parties thirty (30) days' written notice of such termination.

At the end of the Term, or should either option in this section 13 be exercised by any party ("the Terminating Party"), the Parties, or in the case of termination, the Parties will be under no further obligation to any of the other Parties SAVE AND EXCEPT to pay each of the other Parties such amount as each of the said Parties is entitled to receive for services properly performed and provided to the date written notice is given to the said Parties, less any amounts necessary to compensate other Parties, for damages or costs incurred arising from another party's failure to comply with any provision of this Agreement.

14. Communication

- (a) During a response which requires activation of the REOC:
 - i. The Parties agree to delegate authority to provide information or communication regarding an Emergency to a single Information Officer function for Regional Emergency Operations. The Parties will appoint staff as Information Officers to fill this role for Regional Emergency Operations.
 - ii. The REOC will regularly inform the Chair, Mayors, Council, and/or Board members and consult them regarding policy-related issues as required.
- (b) Emergency Management Cowichan, supported by the CVRD Communications Division, will establish quarterly updates for Communications staff of the Parties with the intent that public communications related to the activities and measures of the Regional Emergency Program are communicated across the Cowichan region.

15. Dispute Resolution

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Any and all claims arising out of the implementation of this Agreement will not be brought forward for resolution until the response phase of an Emergency is over.

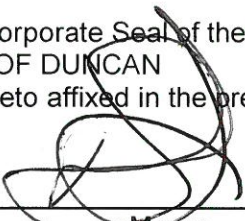
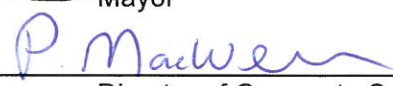
All Parties to the Agreement will work together and cooperate to mutually resolve any issue arising out of implementation of this Agreement. An external arbitrator may be brought in to assist in resolution of any outstanding issues, if required. The appointment of an arbitrator is to be mutually agreed upon and all costs of arbitration are to be shared equally by those Parties who participate in the arbitration.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals as of the day and year first above written.

The Corporate Seal of the
COWICHAN VALLEY REGIONAL DISTRICT
as hereto affixed in the presence of:

_____)
Chairperson)
_____)
Secretary)

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


_____)
Mayor)

_____)
Director of Corporate Services)

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

MEMBERSHIP

1. 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 the purpose of 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 designate.

ADMINISTRATION

2. The Advisory Committee may meet virtually or in person, and such meetings will occur at least quarterly.
3. The Emergency Management Cowichan Senior Manager of Emergency Management and, as required, other CVRD or Emergency Management Cowichan will attend to facilitate and support meetings, report on progress, and provide information as requested.
4. The Technical Advisory Group will provide technical support to committee members:
 - (a) The Technical Advisory Group will consist of one standing member and one alternate from each Party, appointed by their respective CAO.
 - (b) Emergency Management Cowichan will serve as Chair and provide Secretariat support to the Technical Advisory Group.
 - (c) The Technical Advisory Group will meet at least quarterly, in advance of the Advisory Committee's scheduled meetings, to discuss technical elements of the Regional Emergency Management Program.
 - (d) Technical Advisory Group members will be accountable for providing technical advice to their Advisory Committee members before Advisory Committee meetings.
 - (e) Members of the Technical Advisory Group 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
 - (f) The Chair of the Technical Advisory Group may occasionally invite an external subject matter expert to contribute to meetings of the Technical Advisory Group.

VOTING

5. 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 Committee will not defer voting once a decision point has been reached.

GENERAL AREAS OF ADVISORY RESPONSIBILITY

6. The CAO Advisory Committee will provide advice to the Regional Emergency Management Organization 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 forthcoming regulations of the *Emergency and Disaster Management Act* RSBBC 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.

GENERAL AREAS OUT OF SCOPE

7. The following decisions remain the mandate of the Regional CAO or the 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 Function 205 annual budget;
 - (d) Inclusion of new partners in the Regional Emergency Management Organization (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:

A single Local Authority response – A situation confined to one location/jurisdiction that does not affect zone-wide services, population or traffic; OR

A multijurisdictional response – A situation affecting multiple-jurisdiction services, populations and geographical areas.

(b) Response Command:

After emergency response activities by Emergency Services Personnel are completed (e.g. Ambulance/Police/Fire have completed rescue objectives) and emergency impacts still require urgent mitigation and management on site.

2. The authority to activate the REOC is with the Emergency Management 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) prior to activation.

3. The roles of the REOC may be filled by representatives from any local authority, Emergency Management Cowichan staff, or limited to only the 24-7 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 include the use of the Incident Command System (ICS) to ensure improved communication, interoperability, scalability, and clarity of roles and responsibilities.

6. The REOC will incorporate and align to the British Columbia Emergency Management System (BCEMS) as it applies to the incident and where the Province may establish Provincial Regional Emergency Operations Centres and/or Provincial Emergency Coordination Centre.

7. The REOC will have 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

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- 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 Regional Emergency Plan.

SCHEDULE "C"

RESPONSE COMPENSATION AND PAYMENT PROVISIONS

The Parties agree to the following Cost Sharing Principles set out below:

1. The Ministry of Emergency Management and Climate Readiness "Financial Assistance Guide for Local Authorities and First Nations" will be used where applicable as a guideline.
2. Any Providing Party may be requested to provide a cost estimate for any Incremental Cost associated with the use, deployment or staging of a resource requested to support a REOC response.
3. For human resource costs:
 - (a) The Finance Section of the REOC will provide to each Party a copy of Response Support Location attendance records.
 - (b) The Parties will each independently pay overtime salaries, wages and other employment expenses of any of their employees for the time spent by such persons combating the Emergency at the request of the REOC; and
 - (c) The Parties will each independently seek reimbursement for staffing Incremental Costs from the Province either through the Emergency Management British Columbia "*Financial Assistance Guide for Local Authorities and First Nations*" process or through the "*Wildfire Suppression with Local Governments Standard Operating Guideline*".
4. For non-human resource costs:
 - (a) The Providing Party shall be responsible to ensure any Incremental Costs incurred in connection with the gathering, movement and deployment of resources other than staff are invoiced to the REOC Finance Section.
 - (b) The REOC Finance Section will be responsible to ensure that invoices and expense authorizations are recorded and tracked as per REOC Standard Operating Practices.
5. Following the demobilization of a resource, and/or at incremental periods where appropriate or required by the resource, the Providing Party will submit an invoice to the REOC Finance Section for payment, respecting s.6 of this schedule.
6. Within 60 days, the CVRD will pay the Providing Party for:
 - (a) The reimbursement of volunteers where volunteers are entitled to compensation under their arrangements with the Providing Party for the time spent by such persons combating the Emergency or Disaster in the Requesting Party's area.
 - (b) Rates for external contractors and equipment resources as per the B.C. Road Builders & Heavy Construction Association, identified in the "*Blue Book Equipment Rental Rate Guide*". This standard is accepted by the Province and is used to establish the value and rates of resources consumed or otherwise not returnable to the Providing Party.

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7. The REOC Finance Section, supported by the Chief Financial Officers of each Party, will be responsible to request pre-authorization for costs during a response where practical and identified by the Regional Plan.
8. The REOC Finance Section, supported by the Chief Financial Officers of each Party, will be responsible to apply for and submit the response claim for reimbursement from the Province.
9. Where REOC non-human response costs are deemed ineligible for reimbursement, the Parties agree to jointly seek reparation under section 110 of the *Emergency and Disaster Management Act, 2023*.
10. Internal resources shall be returned to a Providing Party as soon as they are no longer required as part of the Emergency response. Resources shall be deemed to be provided in good working order unless otherwise noted at time of acceptance.
11. Each Party hereto shall within 3 months from the date of this Agreement provide an updated list of major equipment resources owned by the Parties to the Regional Emergency Management Organization.

All Parties will be solely each responsible for the application and submission of their Party's recovery costs under any Disaster Financial Assistance program established by the Province. Prior to demobilization, the REOC will support the procurement and engagement of a Recovery Coordinator, where approved by