



**REVELSTOKE/ELECTORAL AREA B  
EMERGENCY MANAGEMENT SERVICES AGREEMENT**

THIS AGREEMENT dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**BETWEEN: COLUMBIA SHUSWAP REGIONAL DISTRICT**

PO Box 978  
555 Harbourfront Drive NE  
SALMON ARM, BC, V1E 4P1

(hereinafter referred to as the "Regional District")

**AND: CITY OF REVELSTOKE**

PO Box 170  
216 Mackenzie Avenue  
REVELSTOKE BC V0E 2S0

(hereinafter referred to as the "City")

**WHEREAS:**

- A. Pursuant to the Emergency Program Act of British Columbia, the Regional District is responsible for the establishment and maintenance of an emergency management service for Electoral Area B;
- B. Pursuant to the Emergency Program Act of British Columbia, the City is responsible for the establishment and maintenance of an emergency management service for the City;
- C. The Regional District and the City have agreed that the emergency management service is best provided as a sub-regional service known as the Revelstoke Subregion as established by the Regional District's Emergency Programs (Emergency Program Act) Extended Service Bylaw No. 5061;
- D. The Regional District has established Bylaw No. 5455, cited as "Revelstoke and Area Emergency Management Program (RAEMP) Regulatory Bylaw No. 5455", which permits the Regional District to contract with the City of Revelstoke for the provision of the Revelstoke and Area Emergency Management Program;
- E. Pursuant to the Emergency Program Act of British Columbia, the Regional District may delegate, in writing, any of its powers and duties under the Act to a committee, emergency management organization or coordinator, except for the power to make a declaration of a state of local emergency.

This Agreement is evidence that in consideration of the mutual covenants and agreements made by each party to the other as set out in this Agreement, and for other good and valuable consideration the Regional District and the City agree as follows:

## 1. Definitions

In this Agreement:

- a) **Annual Fee** means the annual fee for the Services to be paid by the Regional District to the City as determined under Section 4;
- b) **Council** means the Municipal Council of the City of Revelstoke;
- c) **Electoral Area** means Electoral Area B of the Columbia Shuswap Regional District;
- d) **City** means the City of Revelstoke;
- e) **Emergency Operations Centre (EOC) Activation Level 1** means an emergency event has occurred that can be normally managed by agencies on a regular basis. There is potential for the event to escalate and so requires monitoring or limited assistance to the site. There is little or no need for site support activities and may be closed in a relatively short period of time.
- f) **Emergency Operations Centre (EOC) Activation Level 2** means an emergency event has occurred that is of a larger scale or longer in duration as compared to EOC Activation Level 1 and may involve limited evacuations, additional or unique resources or similar extraordinary support activities.
- g) **Emergency Operations Centre (EOC) Activation Level 3** means an emergency event has occurred of a large magnitude or long duration as compared to EOC Activation Level 2. The emergency may have multiple sites that involve multiple agencies and multi-government responses.
- h) **Revelstoke and Area Emergency Management Program (RAEMP)** means the development and implementation of emergency plans and other preparedness, response and recovery measures for emergencies and disasters for the City of Revelstoke and Electoral Area B of the Regional District.
- i) **RAEMP Executive Committee** means a committee as established by Regional District Bylaw No. 5455. The Executive Committee will ensure that the Revelstoke and Area Emergency Management Program is in accordance with the requirements of the Emergency Program Act of British Columbia, Local Authority Emergency Management Regulation, the Emergency Management Program Guides and the Emergency Response and Recovery Plans.
- j) **RAEMP Management Committee** means a committee, as established by Regional District Bylaw No. 5455. The Management Committee will develop and implement plans to address the objectives and strategies adopted for the program.
- k) **Revelstoke and Area** means the Revelstoke Subregion, which consists of the City of Revelstoke and the entire Electoral Area B of the Regional District;
- l) **Regional District** means the Columbia Shuswap Regional District;
- m) **Services** means emergency management services required to be performed by the City as described in Section 2 of this Agreement;
- n) **Year** means a calendar year of the Term.

## 2. Duties and Responsibilities of the City

In accordance with the Emergency Response and Recovery Plan applicable to Revelstoke and Area B, the City will undertake the overall management of the Revelstoke and Area emergency management program and, without limiting the generality of the foregoing, will be responsible for:

- a) The financial management of the emergency program including the establishment and maintenance of a suitable recording system for all transactions;
- b) The incorporation of the British Columbia Emergency Management System (BCEMS) as the organizational structure for the RAEMP;
- c) The direction and control of the preparedness, response and recovery requirements under the Revelstoke and Area Emergency Response and Recovery Plan;
- d) The provision of trained personnel to operate and maintain an effective emergency operation centre for response to EOC Level 1 Activations that occur within Revelstoke and Area;
- e) The provision of trained personnel to operate and maintain an effective emergency operation centre for EOC Level 2 and Level 3 Activations that occur within the jurisdictional boundaries of the City;
- f) The provision of trained personnel provided on a contractual basis to the Regional District for assistance to operate and maintain an emergency operation centre for Level 2 and Level 3 Activations that occur within the jurisdictional boundaries of Electoral Area B;
- g) Management and coordination of the RAEMP Executive Committee and the RAEMP Management Committee in accordance with Bylaw No. 5455;
- h) Provision and management of a RAEMP Coordinator responsible for program coordination throughout Revelstoke and Area;
- i) Prior to June 30 of each subsequent year of the Agreement, deliver an annual report of subsequent year activities to the Regional District in accordance with Bylaw No. 5455;
- j) The development and maintenance of emergency plans and programs for Revelstoke and Area in consultation with the Regional District;
- k) The development and delivery of exercise and training programs for Revelstoke and Area in consultation with the Regional District;
- l) The administration of grant programs and the coordination of disaster recovery programs including Disaster Financial Assistance applications for Revelstoke and Area in consultation with the Regional District;
- m) The compliance with all Regional District policies and bylaws relevant to emergency management within the Electoral Area and the Emergency Program Act of British Columbia;
- n) The declaration of a state of local emergency within the jurisdictional boundaries of the City only; and
- o) Other responsibilities identified in Bylaw No. 5455.

## 3. Duties and Responsibilities of the Regional District

The Regional District will be responsible for:

- a) Advancement of the Annual Fee to the City to operate and manage the RAEMP;
- b) The declaration of a state of local emergency within the jurisdictional boundaries of Electoral Area B;

- c) The provision of trained Regional District personnel provided on a contractual basis to the City for assistance to operate and maintain an effective emergency operations centre for EOC Level 2 and Level 3 Activations that occur within the jurisdictional boundaries of the City;
- d) Assistance in the development and maintenance of emergency plans and programs for Revelstoke and Area;
- e) Assistance in the development of exercise and training programs for Revelstoke and Area;
- f) Assistance in the administration of grant programs and the coordination of disaster recovery programs including Disaster Financial Assistance applications for Revelstoke and Area;
- g) Upon request of the City, the Regional District's Emergency Program Function may act as a resource to the RAEMP's EPC, the RAEMP Executive Committee and the RAEMP Management Committee and support the RAEMP EPC on training opportunities, emergency management exercises, budget preparation, and other needs and activities.

#### **4. Preparation of Annual Budget**

Prior to December 15 of each year, the City will prepare and deliver to the Regional District a proposed contracted service fee (annual operating fee) for the next calendar year. The annual operating fee must be in a form satisfactory to the Regional District, and must contain such information as may be requested by the Regional District, including a statement of goals, objectives and a business plan for that year.

- a) After receipt of the proposed annual operating fee from the City, the Regional District will, in consultation with the City, consider the proposed annual operating fee and develop an overall RAEMP budget for Revelstoke and Area B. Once the RAEMP budget is approved by the Board, the Regional District will pay the annual operating fee to the City for the Services in accordance with Section 5.
- b) The annual operating fee will form part of the RAEMP budget and the Regional District's Five Year Financial Plan.

#### **5. Payment**

The Regional District must pay to the City the Annual Fee no later than August 15 in each year.

#### **6. City to Maintain Financial Records**

The City will prepare, keep and maintain detailed financial records covering all aspects of the Services provided under this Agreement, including all associated expenses and revenues. The City must deliver to the Regional District a copy of its year end financial statements no later than June 1 in each year of the agreement. The City will make all financial books and records available for inspection, audit and copying by the Regional District at all reasonable times.

#### **7. Term**

The Term of this Agreement commences on 1<sup>st</sup> day of January, 2019 and ends on the 31<sup>st</sup> day of December, 2023.

#### **8. Extension**

Upon mutual agreement by both parties, the Term of this Agreement may be extended for an additional five year period to expire on December 31, 2028. The request to extend the term for an additional five year period must be made through written notice by either party on or before June 30, 2023.

## **9. Termination**

The Regional District and the City may at any time during the Term of this Agreement provide notice of termination as follows:

- a) If the notice is given on or before June 1, the Agreement will terminate on December 31 in the year follow notice of termination;
- b) If the notice is given after June 1, the Agreement will terminate on December 31 in the second year following notice of termination.

## **10. Agreement for Services**

This is an agreement for the performance of services and the City is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the City nor any of its employees or contractors is engaged by the Regional District as an employee or agent of the Regional District. The City is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the City has no authority to represent or bind the Regional District in any way. The City will comply with all current Occupational Health and Safety Regulations.

## **11. Assignment and Subcontracting**

No part of this Agreement may be assigned or subcontracted by the City without the prior written consent of the Regional District, and any assignment or subcontract made without that consent constitutes a breach by the City of this Agreement. The City agrees that, among other things, the Regional District may refuse its consent if the Regional District, in its sole discretion, determines that the proposed assignee or subcontractor does not have the experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the City from any obligation already incurred or accrued under this Agreement or impose any liability upon the Regional District.

## **12. Liability and Insurance**

The parties agree to each obtain and maintain a comprehensive general liability insurance policy against claims for bodily injury, including death, property damage or other loss arising out of the provision of the emergency management service. Each party is to be included as additional insured on all policies. Each policy will be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 (Five Million Dollars) per occurrence or such higher limit as the parties may agree to from time to time.

## **13. Indemnity**

The City hereby indemnifies, saves harmless, releases and forever discharges the Regional District from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection with or attributable to the service therefrom which is any way contributed to or by reason of the negligence or other fault of the City, its servants, agents or employees in connection with or in consequence of this Agreement.



The Regional District hereby indemnifies, saves harmless, releases and forever discharges the City from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection with or attributable to the negligence or other fault of the Regional District, its servants, agents and employees in connection with or in consequence of this Agreement.

**14. Time of the Essence**

Time is of the essence of this Agreement.

**15. Severance**

If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision of the court that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

**16. Notice**

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax, addressed as follows:

- a. City of Revelstoke  
PO Box 170  
216 Mackenzie Avenue  
REVELSTOKE BC V0E 2S0  
Fax: 250.837.4930
  
- b. Columbia Shuswap Regional District  
PO Box 978  
555 Harbourfront Drive NE  
SALMON ARM BC V1E 4P1  
Fax: 250.832.1083

or to such other address or fax number of which notice has been given as provided in this Section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

**17. Governing Law**

This Agreement will be governed by and is construed in accordance with the laws of the Province of British Columbia.

**18. Binding on Successors**

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.



**19. Entire Agreement**

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

**20. Waiver**

Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

The Corporate Seal of the  
**COLUMBIA SHUSWAP REGIONAL DISTRICT**  
was hereunto affixed in the presence of:

The Corporate Seal of the  
**CITY OF REVELSTOKE**  
was hereunto affixed in the presence of:

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
DIRECTOR OF CORPORATE ADMINISTRATION