

**DATE:** October 5, 2021

**FILE:** 7130-03

**TO:** Chair and Directors  
Electoral Areas Services Committee

Supported by Russell Dyson  
Chief Administrative Officer

**FROM:** Russell Dyson  
Chief Administrative Officer

*R. Dyson*

**RE: Comox Valley Emergency Program – Service Agreements Extensions**

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**Purpose**

To propose the extension of the Comox Valley Emergency Program (CVEP) Service Administration Contract and Mutual Aid Agreements. This will allow time to obtain details and any potential impacts from the province’s *Emergency Program Act* (EPA) modernization changes to legislation before considering a future regional service model.

**Recommendations from the Chief Administrative Officer:**

THAT Comox Valley Emergency Program Service Administration Contract and Mutual Aid Agreement be extended for two years;

AND FINALLY THAT written consent be received from the City of Courtenay, Town of Comox and the Village of Cumberland in support of the extensions.

**Executive Summary**

This report is recommending the Emergency Program Service Administration and Mutual Aid Contract Agreements be extended for the City of Courtenay, Town of Comox and Village of Cumberland that currently contribute to the service through contract with only the three electoral areas as the formal service participants. See Appendix A for the Comox Valley Regional District (CVRD) Administration Contract Agreement and Appendix B for the Emergency Mutual Aid Agreement.

This extension will allow the Regional Emergency Program Service to:

- continue contract administration and delivery on behalf of the three municipalities;
- have time to receive and assess potential changes and/or impacts resulting from provincial review of the *Emergency Program Act* and local government legislation (proposed date of province to release was spring of 2022 but has now been shifted to the fall of 2022.
- allow time for further discussions on expanding the regional service establishment bylaw to include the three municipalities as direct participants.

Prepared by:

Concurrence:

***H. Siemens***

Howie Siemens  
Emergency Program  
Coordinator

***D. DeMarzo***

Doug DeMarzo  
General Manager of Community  
Services

**Government Partners and Stakeholder Distribution (Upon Agenda Publication)**

Village of Cumberland	✓
City of Courtenay	✓
Town of Comox	✓

**Background/Current Situation**

CVEP is a service of the CVRD that helps prepare, educate, coordinate and support our region during emergencies. This past year we have seen the importance of collaborating together regionally and ensuring effective Emergency Operations Centre public communication and service delivery in times of need to support Health with a pandemic. This type of cooperation was also identified in the Regional Emergency Operations Centre Phase 1 After Action Report, noting that strong synergy from regional team-work provided many benefits to emergency response such as; creating and implementing processes, procedures and consistent accurate public messaging for Comox Valley Local Governments to maintain service delivery operations for communities in the Comox Valley.

Currently the service is offered to the municipalities of Comox, Courtenay, and Cumberland through individual five year contract agreements which expire at the end of December 2021. Under these agreements all participating municipalities receive emergency management administration and response support from the CVEP program with some level of responsibility within each municipality. Further guidance comes from the CVEP Administrative Committee, a partnership of all Chief Administrative Officers in the Comox Valley.

During the past several years the support provided through the emergency program service delivery on behalf of direct participants and contracted municipalities has covered response activations along with local emergency operations centre team capacity building.

Some of these are highlighted below:

- Emergency Support Services (ESS) Level One regional team activations in support of residents/evacuees impacted from house and apartment fires and floods such as;
  - 2020 seven activations, three - City of Courtenay, one -Town of Comox; three for electoral areas with a total of 43 evacuees provided immediate needs services;
  - 2019 Hillview apartment fire in the Merville fire protection area where ESS responded to support where a fatality had occurred;
  - 2018 and 2021 being requested by Emergency Management BC to offer immediate needs to evacuees impacted from wildfires in BC;
- CVEP over the years have coordinated advance planning for seasonal readiness risks (flood, fire, severe weather, earthquake now pandemic and heat wave);
  - at times of high flood risk, it performs site checks for areas in the Comox Valley known to have a high flood risk threat such as but not limited to; Maple Pool campground, neighbourhoods in the Oyster River area, Stephen Road, and Royston.
  - offers more direct to individual municipalities support with developing their own Emergency Operations Centre, its layout, activation processes/team notification system and training.
  - recent years, CVEP and its Neighbourhood Emergency Preparedness Program has partnered with CVRD Fire Services to coordinate personal and neighbourhood preparedness in conjunction with FireSmart education.

With proposed provincial legislative framework changes pending (proposed date of province releasing was spring of 2022 but not have been shifted to the fall of 2020), the resources needed and demands may come down to both Electoral Areas and municipalities to address. For this reason the recommendation to extend the emergency program administration and mutual aid agreements for two years will allow services delivery to seamlessly continue being delivered while awaiting the outcome from the province.

### Policy Analysis

In October, 28, 1991, Bylaw No. 1341 being “Electoral Areas ‘A’, ‘B’, and ‘C’ Emergency Program Extended Service Establishment Bylaw, 1991” was adopted by the Comox-Strathcona Regional District to establish an extended service for Electoral Areas A, B, and C to provide for preparation for emergencies.

On January 29, 1996 Bylaw No. 1816 being “Comox Valley Emergency Disaster Program Policy Agreement Bylaw No. 1816, 1996” authorized the CVRD to enter into an agreement for Emergency Program Services with the City of Courtenay, Town of Comox and the Village of Cumberland to jointly exercise powers conferred pursuant to the Emergency Program Act (EPA), R.S.B.C. 1993, Chapter 41.

The municipal service agreements expire at the end of December 2021.

### Options

- 1) continue with extending the contracts and agreements as proposed in this report
- 2) any number of the municipalities deciding not to extend service contracts and agreements
- 3) the CVRD deciding not to offer the contract extension and continuing with electoral area participation only

While options 2 and 3 are possibilities, there is little time and resources for the organizations to plan for a smooth transition and service continuity.

### Financial Factors

Under the existing respective fee for service agreements with the CVRD’s three municipal partners, costs are allocated annually as outlined in Appendix B of said agreements based on the budget year’s completed assessment roll converted values for hospital purposes. For the purposes of the 2021 – 2025 financial plan for the Comox Valley Emergency Program service, function 270, the cost allocations to the municipalities were calculated using the 2021 completed assessment roll and are broken down as follows for the 2021 budget year:

Municipality	2021 Completed Roll Converted Values (Hospital Purposes)	2021 apportionment	2020 apportionment
Town of Comox	\$373,301,211	\$46,635	\$50,596
City of Courtenay	\$795,910,048	\$99,429	\$109,400
Village of Cumberland	\$107,595,725	\$13,441	\$14,534
<b>Municipal Total / Share</b>	<b>\$1,276,806,984</b>	<b>\$159,506</b>	<b>\$174,530</b>

This annual cost allocation method is anticipated to continue through the extension term of these agreements that may bring increases to service fees. This will be based on necessary operational and delivery requirements and working to do some re-alignment of service delivery fees between

participant and contracted municipalities Staff will ensure to both engage and inform the member municipality CAO's during the preparation of the annual financial plan for the Comox Valley Emergency Program extended service, comprised of the budgets for functions 270 and 271, ahead of a presentation to the CVRD Board for its consideration as part of the annual financial planning process.

### **Legal Factors**

The current EPA is not prescriptive in **\*how\*** a local authority (regional district or municipality) achieves the accountabilities under the Act, only that they **\*must\*** under Section 2, subject to subsection (2.1) a local authority:

- must prepare or cause to be prepared local emergency plans respecting preparation for, response to and recovery from emergencies and disasters;
- that is the board of a regional district must ensure that it has one local emergency plan that applies, or two or more local emergency plans that in the aggregate apply, to all of the electoral areas within the regional district;
- that is a municipal council or the board of a regional district must establish and maintain an emergency management organization to develop and implement emergency plans and other preparedness, response and recovery measures for emergencies and disasters and, for that purpose and,
- must coordinate the provision of food, clothing, shelter, transportation and medical services to victims of emergencies and disasters, whether that provision is made from within or outside of the local authority.

### **Regional Growth Strategy Implications**

The Regional Growth Strategy does not specifically mention the emergency planning but it does relate to:

- Public health and safety: Support a high quality of life through the protection and enhancement of community health, safety and well-being.
  - This will be achieved through strong emergency program staff and volunteer leadership priorities such as; community partners collaboration, focusing towards mitigation by increasing personal, neighbourhood and business preparedness and enhancing the importance of business continuity.
- Local economic development.
  - Create a more resilient economy that supports businesses and entrepreneurship through enhancing messaging on the importance of business continuity and understanding of potential hazards, risks or vulnerabilities that could impact and jeopardize their livelihood.

### **Intergovernmental Factors**

CVEP works collaboratively with our member municipalities; City of Courtenay, Town of Comox, Village of Cumberland, K'ómoks First Nation and many community groups, not-for-profits, and local governments across our region and across Vancouver Island.

Focus ahead will be put on the potential outcomes from the Modernizing of BC's Emergency Management Legislation Project. To do some important strategic planning to address any changes to legislation and further enhance sustainable regional emergency program delivery in the Comox Valley.

**Citizen/Public Relations**

Each year the region is experiencing greater impacts from climate change that could jeopardise the community and the Comox Valley as a whole. CVEP has completed a Hazards, Risks and Vulnerabilities Assessment and reviews it every five years to identify the top potential events that could occur to the region.

CVEP continues its efforts to build on the service’s strong foundation of enhancing its and all Comox Valley local governments’ capacity and capabilities to operationally support, first responders, residents and businesses during a disaster.

Attachments: Appendix A – Service Administration Contract  
Appendix B – Mutual Aid Agreement  
Appendix C – CAO letter of Support

**COMOX VALLEY EMERGENCY PROGRAM  
ADMINISTRATION SERVICE AGREEMENT**

THIS AGREEMENT MADE THIS 8<sup>th</sup> DAY OF JUNE, 2017.

BETWEEN:

**COMOX VALLEY REGIONAL DISTRICT**

600 Comox Road  
Courtenay, BC V9N 3P6

(the "CVRD")

AND:

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

2673 Dunsmuir Avenue  
Box 340  
Cumberland, BC V0R 1S0

(the "Municipality")

WHEREAS:

- A. The CVRD, together with the City of Courtenay, the Town of Comox and the Village of Cumberland, have prepared, developed and implemented the Comox Valley Emergency Plan as a local emergency plan under the *Emergency Program Act* (the "Plan"), and;
- B. The Plan is the most important component of the Comox Valley Emergency Program (the "Program") and;
- C. The electoral areas A (Baynes Sound – Denman/Hornby Islands), B (Lazo North) and C (Puntledge – Black Creek), have established an extended service to provide for the preparation for emergencies, Bylaw No. 1341 being "Electoral Areas, A, B, and C emergency program extended service establishment bylaw, 1991"
- D. The CVRD agrees to provide administration services for the Program to the Municipality and;
- E. The parties have the power to enter into this agreement pursuant to section 263(1)(b) of the *Local Government Act* and section 8(2) of the *Community Charter*.

NOW THEREFORE in consideration of the premises and of the mutual promises contained in this agreement, the parties covenant and agree as follows:

**1. DEFINITIONS**

1.1. In this Agreement,

"**Administrative Committee**" as defined in the Plan as the chief administrative officers of the four participating local governments, being the Village of Cumberland, Town of Comox, City of Courtenay and the Comox Valley Regional District

"**Disaster**" means "Disaster" as defined in the *Emergency Program Act*.

"**EOC**" means "Emergency Operations Centre".

**“EOC director”** means chief administrative officer, or designate, of the jurisdiction or supporting multiple jurisdictions experiencing an Emergency and/or Disaster;

**“EPA”** means the *Emergency Program Act* for British Columbia.

**“Emergency”** means emergency as defined in the *Emergency Program Act*.

**“Comox Valley Regional District Committee of the Whole”** means “Executive Committee” as defined in the Plan.

**“Head of a Local Authority”** means “Head of a Local Authority” as defined in the *Emergency Program Act*.

**“Plan”** means the Comox Valley emergency plan

**“Planning Committee”** means “Planning Committee” as defined in the Plan

**“Program”** means a program of preparation for and response to and, where applicable, recovery from an Emergency or Disaster within the Program Area

**“Program Area”** means the City of Courtenay, Town of Comox, Village of Cumberland and electoral areas A (Baynes Sound – Denman/Hornby Islands), B (Lazo North), and C (Puntledge – Black Creek) of the Comox Valley Regional District.

**“Regional EOC”** means when disaster or incident impacts more than one jurisdiction, local governments work collaboratively out of one EOC.

## 2. PROGRAM

- 2.1. The CVRD is responsible for the administration of the Program including contract administration, grant administration, financial services and legislative services.
- 2.2. The Program shall be approved and amended from time to time by the Administrative Committee.

## 3. TERM

- 3.1. This agreement shall be in effect for a term of five years, commencing on January 1, 2017 and ending on December 31, 2021 (the "Term") with the option to renew for five additional years on the agreement of the parties, such agreement to be made in writing.

## 4. FEE FOR SERVICE

- 4.1. Eligible costs incurred by the CVRD in administering, maintaining and operating the Program are listed in appendix A and detailed in the example provided in Appendix B.
- 4.2. Total eligible costs may vary from year to year and are determined annually as part of the CVRD's five year financial planning deliberations and discussions and will be on a fee for service agreement basis with each of the municipal jurisdictions.
- 4.3. The CVRD will invoice the Municipality for the annual fee for service which shall be due and payable before July 15 of each year.

## 5. COST SHARING

- 5.1. Cost sharing shall be on the basis of converted values for hospital purposes at the completed roll as demonstrated in Appendix B.

## **6. COMMITTEES**

- 6.1. The Program shall be administered by the following committees: the Administrative Committee, CVRD committee of the whole (executive committee) and the Comox Valley emergency program planning committee, and any other sub-committees considered necessary by the parties. The membership and terms of reference of the committees and any sub-committees shall be determined in accordance with the Plan.

## **7. COORDINATOR**

- 7.1. The CVRD is responsible for employment of the emergency coordinator and deputy coordinator for the purpose of regional program requirements.
- 7.2. The duties and responsibilities are to be identified in the position descriptions for each of the coordinator and deputy coordinator as updated from time to time.

## **8. POWERS**

- 8.1. Power to declare a state of local emergency shall be in accordance with the EPA and/or the Plan. The power to activate the Comox Valley emergency plan should be as determined by each local government.

## **9. INDEMNITY**

- 9.1. The Municipality and the CVRD shall not be liable to one another for any claims, loss, cost, expense, damage or injury to persons or property arising from or attributable to the performance of this agreement unless acts were done or omitted to be done in a grossly negligent or willfully malicious manner.

## **10. INSURANCE**

- 10.1. The Municipality and the CVRD shall each maintain liability insurance policies in good standing during each year of the Term of the agreement.
- 10.2. The Municipality and the CVRD shall procure and maintain at their own cost during the entire term of this agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be \$2,000,000 inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

## **11. TERMINATION**

- 11.1. The Municipality and the CVRD reserve the right to cancel all or any part of this agreement for any reason by providing notice, in writing, to the other, no less than 12 months prior to the proposed cancellation.

## **12. DISPUTE RESOLUTION**

- 12.1. If a dispute relating to this agreement should arise, and the parties cannot settle the dispute through negotiation, then the parties must attempt in good faith to resolve the dispute through mediation before resorting to binding arbitration or litigation. If the matter does proceed to arbitration, arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British



Columbia).

- 12.2. If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the mediation or arbitration shall be borne equally by the CVRD and the Municipality but each party shall be responsible for its own costs.

### **13. TIME**

- 13.1. Time is to be the essence of this agreement.

### **14. BINDING EFFECT**

- 14.1. This agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

### **15. WAIVER**

- 15.1. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

### **16. HEADINGS**

- 16.1. The headings in this agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this agreement or any provision of it.

### **17. LANGUAGE**

- 17.1. Wherever the singular, masculine and neuter are used throughout this agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

### **18. CUMULATIVE REMEDIES**

- 18.1. No remedy under this agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

### **19. LAW APPLICABLE**

- 19.1. This agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.



## APPENDIX A

### Eligible costs

- support services: support services include the Program's share (allocation) of general administration costs as calculated each budget year using a board approved "Support Services and Other Cost Allocations" policy. Support services include all costs relating to corporate service activities, i.e. management; corporate administration and legislative services; finance; human resources; information systems, fiscal services and corporate office space.
- wages and benefits for coordinator and deputy coordinator
- operational grant for emergency social services
- permits/licenses
- miscellaneous, office expenses and postage
- telephone and alarm lines
- training/development and conferences – for coordinator/deputy coordinator and related local training needs funded through grants
- travel – for coordinator/deputy coordinator
- advertising
- dues and memberships
- liability insurance
- property insurance for leased facilities, contents and mobile command post equipment
- legal fees
- professional fees for services as required
- building repairs/maintenance
- heating, hydro
- building rental/lease
- equipment repairs/maintenance
- vehicle license and insurance
- vehicle repairs/maintenance
- minor capital
- reserve contribution
- capital

Example: Appendix B

### In-eligible costs

- Those costs that are specific to the CVRD emergency planning needs and shall be identified separately using a specific project code. Specific CVRD emergency planning needs may include business continuity planning, emergency planning specific to the electoral areas, etc.

## APPENDIX B

Table 1 is an example of municipal fee for service and electoral area requisition for Comox Valley Emergency Program based on the 2017-2021 proposed financial plan for the Comox Valley Emergency Program, function 270 (Appendix C) using the 2017 completed roll converted values for hospital purposes

Table 1:

Municipality	2017 Completed Roll Converted Values (hospital purposes)	
Town of Comox	\$251,018,399	17.63%
City of Courtenay	541,573,207	38.05%
Village of Cumberland	58,881,948	4.14%
<b>Municipal Share</b>	<b>\$851,473,554</b>	<b>59.82%</b>

Electoral Area	2017 Completed Roll Converted Values (hospital purposes)	
Area A	\$214,995,785	15.10%
Area B	156,483,056	10.99%
Area C	200,558,414	14.09%
<b>Electoral Area Share</b>	<b>\$572,037,255</b>	<b>40.18%</b>

Municipal Fee for Service	2017	2018	2019	2020	2021
Town of Comox	\$29,207	\$31,634	\$31,634	\$31,961	\$32,163
City of Courtenay	63,015	68,251	68,251	68,957	69,392
Village of Cumberland	6,851	7,420	7,420	7,497	7,545
	<b>\$99,073</b>	<b>\$107,305</b>	<b>\$107,305</b>	<b>\$108,415</b>	<b>\$109,100</b>

Electoral Area Requisition	2017	2018	2019	2020	2021
Area A	\$25,016	\$27,094	\$27,094	\$27,375	\$27,547
Area B	18,207	19,721	19,721	19,925	20,050
Area C	23,336	25,275	25,275	25,537	25,698
	<b>\$66,559</b>	<b>\$72,090</b>	<b>\$72,090</b>	<b>\$72,837</b>	<b>\$73,295</b>

**EMERGENCY MUTUAL AID AGREEMENT**

THIS AGREEMENT made the 8 day of JUNE, 2017.

BETWEEN:

**COMOX VALLEY REGIONAL DISTRICT**

600 Comox Road  
Courtenay, B.C. V9N 3P6

(the "CVRD")

AND:

**THE CORPORATION OF THE CITY OF COURTENAY**

830 Cliffe Avenue  
Courtenay, B.C. V9N 2J7

(the "City")

AND:

**THE CORPORATION OF THE TOWN OF COMOX**

1809 Beaufort Avenue  
Comox, B.C. V9M 1R9

(the "Town")

AND:

**THE CORPORATION OF THE VILLAGE OF CUMBERLAND**

2673 Dunsmuir Avenue  
Box 340  
Cumberland, B.C. V0R 1S0

(the "Village")

(the above collectively referred to as "the Parties")

**WHEREAS**

- A. The Parties agree to provide mutual aid/resource assistance to each other as required to respond or mitigate an Emergency or Disaster, and;
- B. Each of the Parties to this agreement is committed to ensuring that the use of personnel, equipment and supplies and other emergency response resources and capabilities are directed toward maximizing the efficiency of preparedness and prevention for response and recovery from an Emergency or Disaster within the Program area, and;
- C. The CVRD has the power to enter into this agreement pursuant to section 263(1)(b) of the *Local Government Act* and the City, Town and Village each have the power to enter into this agreement pursuant to section 8(2) of the *Community Charter*.
- D. The CVRD has consented to the provision of assistance within the electoral areas on the terms and conditions set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and of the mutual promises contained in this agreement, the Parties covenant and agree as follows:

## 1.0 DEFINITIONS

1.1 In this Agreement,

“**CAO**” means the Chief Administrative Officer of a party;

“**Disaster**” means “disaster” as defined in the *Emergency Program Act*;

“**EOC**” means “Emergency Operations Centre;

“**EOC director**” means chief administrative officer, or designate of the jurisdiction or supporting multiple jurisdictions experiencing an Emergency and/or Disaster;

“**EPA**” means the *Emergency Program Act* for British Columbia;

“**Emergency**” means ‘emergency’ as defined in the *Emergency Program Act*;

“**Plan**” means the Comox Valley emergency plan, as amended from time to time;

“**Program area**” means the boundaries of the area as defined in Section 2;

“**Regional EOC**” means when disaster or incident impacts more than one jurisdiction, local governments work collaboratively out of one EOC.

“**Requesting Party**” means the jurisdiction requesting resources;

“**Resources**” means the resources necessary or useful to meet an Emergency or Disaster including vehicles, equipment, personnel, supplies and provisions;

“**Providing Party**” means the local jurisdiction providing resources to the requesting party.

## 2.0 BOUNDARIES

2.1 Program area boundaries shall consist of the area within the boundaries of the City of Courtenay, Town of Comox, Village of Cumberland and electoral area A (Baynes Sound-Denman/Hornby Islands), area B (Lazo North), and area C (Puntledge-Black Creek) of the CVRD.

## 3.0 TERM

3.1 The Agreement shall be in effect for a term of five years, commencing on January 1, 2017 and ending on December 31, 2021 the “Term”) with an option to renew for an additional five year term upon agreement of the parties, such agreement to be in writing.

## 4.0 DECLARATION OF LOCAL EMERGENCY

4.1 This Agreement contemplates that a party may declare a state of local emergency in accordance with the EPA and/or the Plan.

4.2 A party should activate the Plan as determined by each local government.

## 5.0 SERVICES

5.1 Each party to this Agreement shall mobilize and utilize its own Resources as effectively as practicable to respond to a disaster or Emergency before seeking assistance under section 5.2.

5.2 A party that identifies a need of assistance relating to this Agreement may request assistance from one or more of the parties and the party or parties receiving the request shall provide the assistance requested, subject to the terms of this Agreement.

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- 5.3 Requests for assistance shall be authorized by the local authority of the Requesting Party in a local emergency, using EOC form EOC 514 'Request for Resources or Assistance' or any form that replaces this form. A Providing Party may rely upon the request without inquiring further regarding authority.
- 5.4 It is understood and agreed that Resources requested under section 5.2 may be deployed outside the jurisdiction of the Providing Party.
- 5.5 The extent of the assistance given will be at the discretion of the EOC director of the Providing Party having due regard for its own need for the resources at the time of the request.
- 5.6 If a regional EOC is opened and staffed to address a multi-jurisdictional event or events, the CVRD's delegation of purchasing authority bylaw will identify the commitment and spending authority threshold of the CVRD CAO or delegate acting on behalf of the CVRD CAO who is appointed as the EOC Director in writing, and provide the authority to acquire the goods and services required to address the emergency situation during their appointment as EOC Director.
- 5.7 The parties acknowledge that the Providing Party:
- (a) In considering whether and to what extent it will respond to a request for assistance under section 5.2 consider the interests of the residents of its own jurisdiction and refuse to provide assistance where it considers in good faith that the Resources will be imminently required within its own jurisdiction; and
  - (b) Does not assume any responsibilities or liabilities by providing or not providing assistance under this Agreement except as expressly set out in this Agreement.
- 5.8 The Providing Party shall use reasonable efforts that are practicable in the circumstances in supplying Resources to ensure that equipment that is supplies is in good working order.
- 5.9 Resources supplied under this Agreement may be recalled at any time by the CAO of the Providing Party or that person's lawfully appointed designate where she or he determines that the personnel or equipment are required by the Providing Party.
- 5.10 As soon as an Emergency or Disaster has been brought under control, Resources of a Providing Party shall be released first before any local Resources are released. If there is more than one Providing Party then the Requesting Party shall release Resources of the Providing Party in an even handed manner.
- 5.11 It is Agreed and understood that this Agreement:
- (a) Does not terminate pre-existing mutual aid agreements; nor
  - (b) Impair the right of any party to negotiate supplemental mutual aid agreements that are compatible with the terms of this Agreement.
- 5.12 If there is a conflict between the terms of this Agreement and the terms of another mutual aid agreement with a party, the terms of this Agreement shall prevail.
- 5.13 Assistance extended pursuant to this Agreement shall be provided in accordance with current governing legislation, the EPA and the British Columbia Emergency Management System (BCEMS).

## **6.0 COST RECOVERY**

6.1 The Parties agree to the following cost recovery principles as outlined below:

- (a) The Requesting Party shall pay and reimburse all reasonable costs incurred by the Providing Party in connection with the gathering, movement and deployment of Resources to address the Emergency Disaster in respect of which the Requesting Party has requested assistance to the Providing Party, including without limitation, vehicles, equipment, personnel, supplies and provisions.

Costs may also be recoverable under a provincial Task number. Any immediate resource support needed from the Province over \$100.00 will require sending an 'Expenditure Authorization Form' (EFA) to Emergency Management British Columbia (EMBC) to determine approval eligibility.

- (b) A Requesting Party shall pay to the Providing Party:

(i) Salaries, wages and other employment expenses of employees or members of volunteer emergency programs, if such 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.

(ii) Fair market value of supplies, provisions or other property which is destroyed, consumed, damaged beyond repair or otherwise is of no further practical use to the Providing Party.

- (c) Following the cessation of the Emergency or Disaster, the Providing Party shall submit an invoice to the Requesting Party for payment pursuant to article 6.1(b) and the Requesting Party shall make payment within 90 days of receipt, or as otherwise agreed by the Providing Party and the Requesting Party.

- (d) The Requesting Party shall be responsible for the operating costs of vehicles or equipment provided, including reasonable repair costs while the vehicles or equipment are in the possession of the Requesting Party, but shall not be required to pay rent or any other charges for breakdown or damage to the Providing Party of the use of the equipment.

- (e) The Requesting Party will assume direction and control over Resources provided under this Agreement as soon as the Resources are assigned and received by the Requesting Party. Resources may include an operator for vehicles or equipment at the discretion of the Providing Party.

- (f) A Requesting Party shall return Resources to a Providing Party in the same working condition as when the Resources were provided. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance.

## **7.0 INDEMNITY**

7.1 A Requesting Party shall indemnify and save harmless a Providing Party from any claim, loss, cost, expense, damage or injury to persons (including death) or property arising from or attributable to the performance by the Providing Party or its employees, agents or volunteers



of anything under this Agreement unless acts were done or omitted to be done in a grossly negligent or wilfully malicious manner.

## **8.0 INSURANCE**

8.1 Each party shall take out and maintain comprehensive general liability insurance policy in good standing with the Municipal Insurance Association during each year of the Term of the Agreement in the amount of not less than \$5,000,000 dollars per occurrence for bodily injury (including death), personal injury and property damage.

8.2 The policy of insurance under section 8.1 shall include but not be limited to the following coverage:

- (a) all premises and operations necessary or incidental to the performance of this Agreement;
- (b) products and completed operations;
- (c) "broad form" property damage;
- (d) cross liability.

8.3 Each party shall procure and maintain at its own cost during the entire term of this Agreement automobile insurance for owned and/or leased vehicles as required by the laws of British Columbia and as required under any motor vehicle lease agreement. The minimum limit of third party liability shall be \$2,000,000 inclusive per occurrence for bodily injury, or death of another, or loss or damage to property of another.

## **9.0 TERMINATION**

9.1 A party may cancel all or any part of this Agreement for any reason by providing notice, in writing, to the other Parties, not less than 12 months prior to the proposed cancellation. Despite a termination under this section, the Agreement will continue in force between the remaining Parties.

## **10.0 DISPUTE RESOLUTION**

10.1 If a dispute relating to this Agreement should arise, and the Parties cannot settle the dispute through negotiation, then the Parties must attempt in good faith to resolve the dispute through mediation before resorting to binding arbitration or litigation. If the matter does proceed to arbitration, arbitration shall be conducted pursuant to the *Commercial Arbitration Act* (British Columbia).

10.2 If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the mediation or arbitration shall be borne equally by the parties involved in the dispute, but each party shall be responsible for its own costs.

## **11.0 TIME**

11.1 Time is to be of the essence of this Agreement.

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**12.0 BINDING EFFECT**

12.1 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

**13.0 WAIVER**

13.1 The waiver by a party or parties of any failure on the part of the other party or Parties to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**14.0 HEADINGS**

14.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

**15.0 LANGUAGE**

15.1 Wherever the singular, masculine and neutral are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

**16.0 COUNTERPART**

16.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.

**17.0 CUMULATIVE REMEDIES**

17.1 No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

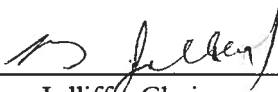
**18.0 LAW APPLICABLE**

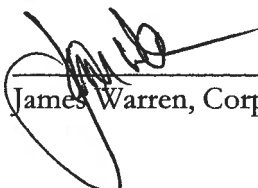
18.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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The parties agree to the terms and conditions of this agreement as at the date first above written.

**COMOX VALLEY REGIONAL DISTRICT**

  
\_\_\_\_\_  
Bruce Jolliffe, Chair

  
\_\_\_\_\_  
James Warren, Corporate Legislative Officer

**CITY OF COURTENAY**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

**TOWN OF COMOX**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

**VILLAGE OF CUMBERLAND**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
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James Warren, Corporate Legislative Officer

**CITY OF COURTENAY**

\_\_\_\_\_  
Name and title *LARRY JANIGULA, MAYOR*

\_\_\_\_\_  
Name and title  
**JOHN WARD, CMC**  
DIRECTOR OF LEGISLATIVE SERVICES

**TOWN OF COMOX**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

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James Warren, Corporate Legislative Officer

**CITY OF COURTENAY**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

**TOWN OF COMOX**

  
\_\_\_\_\_  
Name and title *Richard Kenyon, CAO*

  
\_\_\_\_\_  
Name and title *Paul Rob, Mayor*

**VILLAGE OF CUMBERLAND**

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Name and title

**VILLAGE OF CUMBERLAND**

  
\_\_\_\_\_

Name and title

**Sundance Topham, Chief Administrative Officer**

  
\_\_\_\_\_

Name and title

**Leslie Baird, Mayor**

September 21, 2021

Chair and Directors  
Electoral Areas Services Committee

**Re: Extension of the Comox Valley Emergency Program Service Agreements – Letter of Support**

The extension of the Comox Valley Emergency Program (CVEP) Service Administration Contract and Mutual Aid Agreements will allow time to obtain details and any potential impacts from the province's *Emergency Program Act* (EPA) modernization changes to legislation before considering a future regional service model.

There is a general understanding the delivery of services has evolved in light of the response to COVID-19. As such slight modifications to the delivery of the program will continue to be addressed operationally depending on the situation such as the formation of the policy group or response to changes recommended in after action reports.

The annual cost allocation method is anticipated to continue through the two year extended term of these agreements that may bring increases to service fees. This will be based on necessary operational and delivery requirements and working to do some re-alignment of service delivery fees between participants and contracted municipalities. Staff will ensure to both engage and inform the member municipality Chief Administrative Officers during the preparation of the annual financial plan for the Comox Valley Emergency Program extended service, comprised of the budgets for functions 270 and 271, ahead of a presentation to the CVRD Board for its consideration as part of the annual financial planning process.

We look forward to further review of the delivery of the CVEP program once the EPA modernization changes are in place.

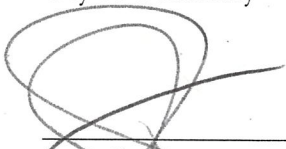
Sincerely,

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Geoff Garbutt  
Chief Administrative Officer  
City of Courtenay

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Clayton Postings  
Chief Administrative Officer  
Village of Cumberland



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Russell Dyson  
Chief Administrative Officer  
Comox Valley Regional District

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Jordan Wall  
Chief Administrative Officer  
Town of Comox

September 29, 2021

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City of Courtenay

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Clayton Postings  
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Village of Cumberland

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Geoff Garbutt  
Chief Administrative Officer  
City of Courtenay

 A handwritten signature in black ink, appearing to read 'Clayton Postings', is written over a horizontal line.
 

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Clayton Postings  
Chief Administrative Officer  
Village of Cumberland

---

Russell Dyson  
Chief Administrative Officer  
Comox Valley Regional District

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Jordan Wall  
Chief Administrative Officer  
Town of Comox

September 21, 2021

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