Integrated Emergency Management Program Agreement

THIS AGREEMENT made the 16 day of July, 2014

BETWEEN:

DISTRICT OF FORT ST. JAMES
Box 640
Fort St. James, BC
V0J 1P0

AND:

Nak’azdli Band
Box 1329
Fort St. James, BC
V0J 1P0

(hereinafter called “the parties”)

NOW THIS AGREEMENT WITNESSETH:

WHEREAS it is desirable that the resources and facilities of the parties, their various departments and agencies, be made mutually available to prevent and combat the effects of emergencies and disasters;

WHEREAS the parties agree to fully integrate their Emergency Management Programs in order to collaborate prevent, plan for, and respond and recover from emergencies and disasters;

WHEREAS, pursuant to section 176(1)(b), enacted under the Local Government Act, a local authority may enter into agreements enter into agreements with regional districts, First Nations or other municipalities for the purpose of emergency assistance or the formation of coordinated emergency preparedness, response or recovery;

WHEREAS Nak’azdli Band has implemented a Band Council Resolution establishing an Emergency Management Program; and

WHEREAS it is necessary and desirable that an Integrated Emergency Management Agreement be executed for the interchange of such mutually beneficial assistance and to integrate emergency management services.

NOW, THEREFORE it is hereby agreed by and between each and all of the parties hereto as follows:

1. INTERPRETATION

In this Agreement:

“Disaster” means a calamity that

(a) is caused by accident, fire, explosion or technical failure or by the forces of nature, and
(b) has resulted in serious harm to the health, safety or welfare of people or in widespread damage to property;

“Emergency” means a present or imminent event that

(a) is caused by accident, fire, explosion or technical failure or by the forces of nature, and;
(b) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;

“EOC” means Emergency Operations Centre. A pre-designated facility established by a local authority, First Nation, jurisdiction or agency to coordinate the overall response and support to an emergency.

“Emergency Management Program” refers to the cooperative measures that a Local Authority undertakes to protect people, property and the environment in the event of an emergency or disaster; including initiatives relating to emergency preparedness, response, recovery and mitigation.

“Local Authority” means

(a) for a municipality, the municipal council;
(b) for an electoral area in a regional district, the board of the regional district;

“Providing Party” means a party receiving a request for assistance under this Agreement;

“Requesting Party” means a party requesting assistance under this Agreement;

“Resources” means persons, equipment, supplies and other property of the Providing Party which has been designated to be made available to a Requesting Party under this agreement.

“Senior Elected Representative” means the Mayor of the District of Fort St. James, or in their absence, the acting Mayor; or the Chief, or other designated council member, of Nak’a zdli Band.

2. SERVICES

(a) The parties agree to provide assistance in the case of disaster or emergency in accordance with this Agreement.

(b) Each party to this Agreement shall provide for the effective mobilization and utilization of its resources to respond to an emergency or disaster requiring site support, coordination and additional resources.

(c) Each party to this Agreement agrees to the structure and procedures as stated in the attached “Emergency Program Organization and Procedures”.

(d) Each of the parties to this Agreement are committed to ensuring that the use of personnel, equipment and supplies, and other emergency response resources and capabilities are directed toward achieving a common goal: to maximize the efficiency of coordinated planning and response to, and recovery from major emergencies and disasters within the jurisdictional areas of the parties to this Agreement.
(e) All parties understand that resources may be deployed outside their own jurisdiction and only used within the jurisdictions of the parties participating in this agreement. The Providing Party shall have the primary interest of protecting the welfare of their own jurisdiction and does not assume any responsibilities or liabilities by not providing provisions as laid out in this Agreement.

(f) The extent of the assistance provided by a Providing Party will be at the discretion of the Providing Party having regard for its own need for its own resources.

(g) The parties acknowledge that this Agreement is not intended to replace any Mutual Aid Agreement 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 pursuant to this agreement shall be provided in accordance with current governing legislation, the British Columbia Emergency Program Act (1996), and the British Columbia Emergency Response Management Standard (BCERMS).

3. Term

The Agreement will be in effect during the period (hereinafter called the "Term") commencing on January 1, 2014 and ending on December 31, 2018.

4. Cost Sharing of Resources

Schedule “A” sets out Compensation and Payment provisions or what and to whom payments are to be made.

5. Claims

Claims for compensation by owners of real or personal property for damage or injury suffered in a disaster should be processed, either individually or jointly through the existing “Compensation and Disaster Financial Assistance Regulation” of the Emergency Program Act.

The Provincial Emergency Program “Financial Assistance Guidelines for Local Authorities and First Nations” will also be utilized as a guideline.

6. 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.

(b) Each party to this Agreement will retain decision-making authority within their own jurisdiction via unified command at the EOC.

(c) When required, each party to this Agreement is responsible for declaring its own State of Local Emergency and Evacuation Alerts, Orders and All Clear as per the Emergency Program Act, should it be deemed necessary. The other parties are to be notified as soon as possible, should this occur.
7. Indemnity

Where a Providing Party supplies resources to a Requesting Party pursuant to this Agreement, the Requesting Party 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, the failure to respond to a request for assistance pursuant to this Agreement, the failure to render adequate assistance, or any other reason.

8. Insurance

All parties to this Agreement agree to maintain insurance and liability coverage, subject to the terms and conditions of its insurance policy as provided by the insurer of the party on any and all chattels and equipment owned by the party and utilized to meet the provisions of this Agreement.

9. Waivers

The failure at any time of any party to enforce any of the provisions of this Agreement or to require at any time performance by the other parties of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of any party thereafter to enforce each and every provision of this Agreement.

10. Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

11. Termination

Notwithstanding any other provision of this Agreement:

(a) If any party fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available a party may, at its option, terminate this Agreement by giving written notice of termination to all other parties.

(b) Any party may terminate this Agreement at any time upon giving the other parties thirty (30) days notice of such termination.

If either such option is exercised by a party ("the terminating party"), the terminating party will be under no further obligation to the other parties except to pay the parties such amount as the parties may be entitled to receive for services properly performed and provided to the date notice is given to the parties less any amounts necessary to compensate the terminating party for damages or costs incurred by the terminating party arising from another party's default.

12. Program Review

All parties to the Agreement will meet at least annually to discuss and review the terms of this agreement and the overall status of the Emergency Management Program.

13. Dispute Resolution

Any and all claims arising in and out of the implementation of this agreement will not be brought forward until the response phase of the emergency is over.
All parties to the Agreement will mutually resolve any issue(s) arising out of the implementation of this Agreement. An external arbitrator may be brought in to assist in the resolution of any outstanding issues, if required. The appointment is mutually agreed upon and cost is jointly shared.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

SIGNED FOR DISTRICT OF FORT ST. JAMES

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory

SIGNED FOR NAK’AZDLI BAND

[Signature]
Authorized Signatory

[Signature]
Authorized Signatory
SCHEDULE "A"

EMERGENCY MANAGEMENT PROGRAM ORGANIZATION AND PROCEDURES

The parties agree to the following Emergency Management Program Organization and Procedures as outlined below.

1. PROGRAM ADMINISTRATION

(a) The Emergency Management Program will be managed by the District of Fort St. James.

(b) Program activities will be coordinated by an Emergency Program Coordinator(s).

(c) The administrators of the parties to this agreement will meet at least annually to discuss, review and test the effectiveness of the Emergency Management Agreement and the overall status of the Emergency Management Program.

2. PREPAREDNESS

(a) Each party agrees to utilize one standardized emergency plan consisting of activation procedures, organizational structures, position descriptions and checklists and contact and resource directories. Common or jurisdiction specific hazard plans may be established, depending on the type of hazard.

(b) Each party agrees to provide key EOC staff with sufficient training to effectively work within the EOC structure.

(c) Exercises will be held annually to test the emergency plan(s) and to ensure that EOC personnel practice their roles and responsibilities.

3. RESPONSE AND RECOVERY

(a) Each party agrees to the use of the BC Emergency Response Management System (BCERMS) and Incident Command System (ICS).

(b) Each party will use the standardized Emergency Operations Centre (EOC) Guidelines and Contact and Resource Directory when providing support during an emergency or disaster.

(c) When site support is required an integrated EOC will be established at the Fire Hall or Kwah Hall (alternate EOC location).

(d) Each party will appoint one or more individuals (or administrative positions) as EOC Directors.

(e) In the course of an emergency or disaster, the appointed EOC Directors will act in Unified Command. However, upon consultation with the Policy Group, the parties may chose to delegate authority to a single EOC Director who has authority to represent all parties participating in an integrated EOC.
(f) The Policy Group (Mayor, Chief and Councilors) will be kept informed by the EOC Director(s) on a regular basis. They will be consulted regarding policy-related issues as per the Integrated Emergency Plan.

(g) All actions and costs incurred will follow the policies in the Financial Assistance Guide for Local Governments and First Nations as prepared by Emergency Management British Columbia. Any costs outside of these guidelines require policy approval from the appropriate elected officials.

(h) Response and recovery costs of responding on and off-reserve will be tracked separately in preparation for submission to Emergency Management British Columbia.

4. MITIGATION

(a) Mitigation projects (i.e. dike construction, operational fuel treatments, etc.) may be identified and implemented through the integrated emergency planning process.

5. COSTS

The parties agree to each contribute of $10,000 annually for the administration of the Integrated Emergency Management Program. These funds will be used to provide administrative services, coordination and facilitation of exercises and training, implementation of public education initiatives, and other items as appropriate. It is each party’s responsibility to maintain its own budget for its Emergency Operations Centre (EOC), including supplies, communication equipment, etc.

(a) When resources of one jurisdiction are required by the other jurisdiction, the 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.

(ii.) Market value of resources consumed or otherwise not returnable to the Providing Party.

(b) Following the cessation of the emergency or disaster, the Providing Party shall submit a bill to the Requesting Party for payment pursuant to Paragraph 2 and the Requesting Party shall make payment within thirty (30 days) of receipt.

(c) The Requesting Party shall:

(i.) Be responsible for the operating costs of resources provided; and

(ii.) Be responsible for repair costs for resources in its possession, in order to return resources to the Providing Party in the state of repair that they enjoyed when they were borrowed.

(d) Each party to this agreement will be responsible for its share of recovery costs (i.e. $1000 plus 20% of recovery costs).

(e) The costs of mitigation projects will be covered by the jurisdictions included within the scope of the project. Cost sharing arrangements will be determined on a project by project basis.