

EMERGENCY PLANNING SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2022

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, British Columbia V9T 6N2

(hereinafter called the "**RDN**")

OF THE FIRST PART

AND:

DISTRICT OF LANTZVILLE

7192 Lantzville Road
Lantzville, British Columbia V0R 2H0

(hereinafter called "**Lantzville**")

OF THE SECOND PART

WHEREAS:

- A. The RDN, pursuant to sections 265 and 334 of the *local Government Act*, RSBC 2015, may enter into an Agreement with a Municipality to provide to the Municipality a service that is a work or service within the powers of the Municipality; and
- B. The parties wish to renew and update a previous agreement dated December 31, 2018 under which the RDN administers the regulatory bylaws and services outlined herein, within and on behalf of Lantzville (the "Services").

NOW THEREFORE the parties hereto in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, covenant and agree with the other as follows:

DEFINITIONS

In this Agreement the following words have the following meanings, unless the context otherwise requires:

"**EOC**" means the Emergency Operations Centre for Lantzville;

"**Emergency Coordinator**" means the person appointed by Lantzville Council who is coordinating Lantzville's response to an emergency;

"**Emergency Coordinator Alternates**" means the back-up persons appointed to replace or support the Emergency Coordinator during an emergency response;

"**Emergency Plan**" means the Emergency plan for the District of Lantzville;

"**EP Services**" means the services to be provided as set out in Schedule 'A';

"**Operational Equipment and Supplies**" means those items set out in Schedule 'B'; and

"**Service Fee**" means the service fee calculation as set out in Section S(a) of this Agreement.

1. Term

The Term of the Agreement shall be five (5) years commencing on January 1, 2022 and ending on December 31, 2026 unless terminated earlier in accordance with this Agreement.

2. Renewal

Lantzville shall notify the RDN in writing on or before the 31st day of October 2026 if it wishes to renew this Agreement for a further term and shall propose terms to be included in the renewal. The renewal shall be conditional upon agreement by the RDN to all of the terms and conditions of the renewal.

3. Termination

Notwithstanding any other provision of this Agreement:

- (a) If Lantzville does not give notice to RDN of renewal pursuant to Section 2 of this Agreement, the services provided under it shall terminate on the 31st day of December 2026.
- (b) Any Party to this Agreement may terminate its participation by giving notice in writing to the other Parties, not less than six months in advance of the date on which it wishes to terminate its participation.

4. RDN Obligations

The RDN shall:

- (a) provide EP Services to Lantzville, as outlined in Section 1 of Schedule 'A' attached;
- (b) comply with all enactments relating to the provision of the EP Services;
- (c) provide to Lantzville, upon request, copies of the financial records of the RDN relating to the provision of the EP Services;
- (d) permit Lantzville from time to time to enter the RDN's premises to inspect its records, premises, machinery, equipment, goods and chattels used in connection with the EP Services; and

- (e) designate the Manager, Emergency Services, subject to the direction by RON Board, as the primary contact with the District of Lantzville with respect to the services.

5. Lantzville Obligations

Lantzville shall:

- (a) pay to the RDN in consideration of the performance by the RDN of the Services, the cost of the Services in an amount equivalent to the rate per thousand each Electoral Area is charged for the Service. For the purposes of this section, the Services are those established under 'Regional District of Nanaimo Emergency Measures Bylaw No. 1790, 2019' and the costs shall include staff salaries, operating costs and office overhead;
- (b) pay to the RDN the specified amount under clause (a) at the same time as it remits the Regional District's annual requisition;
- (c) provide emergency planning services as set out in section 2 of Schedule 'A' attached;
- (d) provide operational supplies and equipment as set out in Schedule 'B' attached; and
- (e) pay to the RDN any costs incurred by the RDN as a result of direction given by legal counsel for Lantzville, including costs for appearances and expenses, or incidental costs related to the gathering of evidence or to defend the actions of the RDN.

6. Indemnity

Lantzville shall release, discharge, indemnify, and save harmless the RDN from and against any claims, cause of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of:

- (a) the provision of the Services by the RDN;
- (b) the interpretation, administration and exercising of the powers contained within all legislation for and on behalf of Lantzville as it relates to the provision of emergency planning services; and
- (c) failure by Lantzville to provide the support and resources as outlined in Schedules 'A' and 'B'.

7. Insurance

Lantzville agrees to obtain commercial general liability insurance coverage from the Municipal Insurance Association of British Columbia (MIABC) naming the RDN as an Additional Named Insured entitled to full coverage in the amount of \$5,000,000 with respect to third party liability claims arising from the provision of the agreed service. The RDN agrees to carry its own statutory worker's compensation insurance and automobile liability insurance, if appropriate. If both Lantzville and the RON have claims to be indemnified under any insurance required by this Agreement, the indemnity first shall be applied to the settlement of the claim of the RDN and the balance, if any, to the settlement of the claim of Lantzville.

8. Limits on Liability

Lantzville and the RDN acknowledge and agree that:

- (a) the RDN is an independent contractor entitled to use its own methods to carry out the EP Services to be provided to Lantzville; and
- (b) the RDN is liable only for Services rendered by RDN in a negligent manner or for advice negligently given.

9. Binding Effect

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

10. No Fettering

Nothing in this Agreement is intended to affect or fetter a statutory power, duty or function of Lantzville in relation to an emergency or relieve Lantzville of its responsibility to respond to an emergency or to maintain an emergency program and Emergency Coordinator.

IN WITNESS WHEREOF the parties here to have hereunto affixed their seals on the day and year first above written.

On behalf of)
REGIONAL DISTRICT OF NANAIMO)
)
)
)
_____)
Chair)
)
)
_____)
Corporate Officer)

On behalf of)
DISTRICT OF LANTZVILLE)
)
)
_____)
Mayor)
)
)
_____)
Corporate Officer)

SCHEDULE 'A'

EMERGENCY PLANNING SERVICES

1. RDN Emergency Planning Services

- 1) The RDN will make available to Lantzville the services of its Emergency Coordinator and two Alternates who will, in consultation with Lantzville, provide emergency planning services including, without limitation:
 - (a) coordination of training;
 - (b) facilitation of general emergency planning events;
 - (c) communication and public awareness activities;
 - (d) apply for and manage various related grant programs and funding initiatives
- 2) Emergency Response Services:
 - (a) in the event of a localized emergency, the services of the RDN Emergency Coordinator or Alternate(s) to work with Lantzville staff on response and short term recovery operations, in accordance with the Lantzville Emergency Plan.
 - (b) in the event of a regional emergency, Lantzville will be represented in the Regional EOC as per the Emergency Management Agreement (Regional Operations Centre Structure), and the RDN will provide emergency response as set out in the Emergency Plan and the Emergency Management Agreement.

2. Lantzville Emergency Services Responsibility

- 1) Lantzville shall be responsible for its own emergency plan and emergency or disaster response and recovery to the extent these do not form part of the EP Services.
- 2) In addition to the above, Lantzville will be responsible for the following:
 - (a) appoint the RDN Emergency Coordinator as the Emergency Coordinator for Lantzville;
 - (b) appoint a RDN Emergency Liaison Officer as Emergency Coordinator Alternates for Lantzville;
 - (c) Lantzville will provide reasonable assistance to the RDN in connection with the RDN EP Services.
 - (d) Lantzville will ensure that its staff is made available for emergency training, activation drills and exercises;

- (e) Lantzville will ensure that its elected and appointed officials are briefed on the emergency plan and their roles and responsibilities;
- (f) Lantzville will establish and provide administrative support for the emergency management committee;
- (g) in the event of a localized emergency, the RDN Emergency Coordinator will serve as the Lantzville Emergency Coordinator to support the response and initial recovery phases in conjunction with Lantzville staff; and
- (h) in the event of a regional Emergency, a RDN Emergency Coordinator Alternate will serve as the Lantzville Emergency Coordinator to support and coordinate the response and initial recovery phases in conjunction with Lantzville staff.

SCHEDULE 'B'

OPERATIONAL EQUIPMENT AND SUPPLIES

1. Emergency Operations Centre

Lantzville will purchase equipment and supplies necessary to maintain operational readiness, including but not limited to:

- 1) Information Display items
- 2) Stationery items
- 3) Storage containers
- 4) Emergency food rations and water
- 5) Additional land lines for the Council Chambers which serve as the EOC during an emergency

2. Emergency Reception Centre

- 1) Stationery items
- 2) Storage Containers
- 3) Information Display
- 4) Exterior signage
- 5) Volunteer identification
- 6) Volunteer ESS responder jackets
- 7) High visibility vests
- 8) Flash lights
- 9) First aid kit
- 10) Child care items
- 11) Pet care items
- 12) Display board/easel