



## **MEMORANDUM OF UNDERSTANDING REGIONAL EMERGENCY MANAGEMENT PROGRAM COORDINATION**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**BETWEEN:**                    **REGIONAL DISTRICT OF CENTRAL OKANAGAN,**  
1450 KLO Road  
Kelowna, BC. V1W 3Z4

(hereinafter, the “Regional District”)

**AND:**                         **CITY OF KELOWNA**  
1435 Water Street,  
Kelowna, BC. V1Y 1J4

(hereinafter, the “City”)

**WHEREAS** the Regional District has, in coordination with its member municipal councils, established a regional emergency management program and an Emergency Management Organization in accordance with the *Emergency Program Act* through the following bylaws:

- Regional District of Central Okanagan Emergency Preparedness Service Establishment Amendment Bylaw No. 1443, 2019; and
- Regional District of Central Okanagan Emergency Management Program Bylaw No. 1444, 2019

**WHEREAS** Emergency Management Program Bylaw No. 1444 contemplates that the regional emergency management program would include, and authorizes the Regional District CAO to appoint, an Emergency Program Coordinator for the Emergency Management Organization, who will in-turn be responsible for;

- providing leadership and administration for the emergency management program,
- coordinating and/or supervising any sub-committees or work groups,
- developing a Strategic Plan, action plans and budget,
- maintaining all emergency plans and documentation,
- providing an annual status report on the level of preparedness,
- coordinating a training and exercise program,

- coordinating with other governments, non-government agencies, First Nations and private sector organizations,
- establishing and maintaining an Emergency Operations Centre (EOC), and
- establishing, coordinating and supporting volunteer programs.

**WHEREAS** the City has for a number of years performed the role of Emergency Program Coordinator, among other Emergency Management Program coordination duties;

**WHEREAS** the Regional District and the City wish to enter into this Memorandum of Understanding (“MOU”) in order to establish the terms and conditions pursuant to which the City will provide Emergency Management Program Co-ordination, including the role of *Emergency Program Coordinator*, on behalf of the Regional District;

**CONSEQUENTLY, THE PARTIES AGREE AS FOLLOWS:**

**1. Term**

This MOU will be effective as of the date first written above and shall continue for a period of five (5) years, unless terminated earlier in accordance with the terms and conditions of this MOU.

The parties may extend the term of this MOU by a further five-year period, subject to mutual agreement between the parties on terms and conditions.

**2. Regional District Responsibilities**

The Regional District undertakes to perform the following:

- a. Provide all funding for the regional emergency program, including the expenses and costs incurred by the City in performing the duties detailed in section 3 of this MOU, as agreed each year through a written annual budget; and
- b. Pay for and retain ownership of all equipment and capital items that are required to provide coordination services at the EOC pursuant to this MOU.
- c. Manage the procurement of all equipment and capital items for the regional emergency management program, in accordance with the Regional Board approved budget and the Regional District Purchasing Policy. Note: the City shall manage procurement of IT related purchases due to the need to integrate with City IT infrastructure.

### 3. City Responsibilities

The City undertakes to perform the following:

#### Emergency Program Coordinator

- a. Perform the role of *Emergency Program Coordinator*, including all responsibilities of the *Emergency Program Coordinator* as defined in section 5 of *Emergency Management Program Bylaw No. 1444*;

#### Emergency Operations Centre (EOC)

- b. Provide a space for an EOC plus a backup EOC, which will include;
  - i. All equipment maintained in a constant state of readiness, and
  - ii. All equipment configured to meet the City's information technology standards
- c. Develop a staffing plan for the EOC, which will include;
  - i. Use of an Initial Action Team (IAT) that is able to rapidly respond to the EOC,
  - ii. Identification of staff from across the region, organized by section, that are capable of operating within the EOC, and
  - iii. Maintenance of an EOC staff 'contact list', which will be updated at least annually and available in the EOC at all times.

#### Training:

- d. Coordinate and implement a training program each year that meets the needs of the regional emergency program. The training program will consist of courses, exercises, presentations and workshops that are identified through feedback from EOC staff.

#### Budget:

- e. Prepare an annual budget request to the Regional District CAO and Chief Financial Officer, which includes;
  - i. Capital and equipment requests,
  - ii. Operating costs for the program, including the following components:
    - KFD contracted staffing costs for program management
    - Other Operating expenses
    - Training expenses

#### Notes:

- Generally, these costs should not exceed the prior year's budget costs plus BC CPI or a Board directed increase to account for staff salary / IAFF contract increases, whichever is greater. Should there be any extraordinary costs or service level changes, these would be

brought forward during the annual budget process and approved by the Board.

- There will also be some additional Regional District direct costs, and Region District staff will supply these budget line items directly as part of the budget process.

iii. An overview of the anticipated annual work plan

- f. Provide specifications / technical requirements to Regional District staff on all emergency program coordination capital purchases required, suitable for the Regional District's purchasing department to procure equipment in accordance with purchasing policy requirements;

Emergency Plans:

- g. Work with all regional partners to ensure that regional response plans are in-place. Note It is the responsibility of each local jurisdiction to ensure that local plans are in-place and that those plans conform to regional emergency management practices.

Annual Reporting:

- h. Submit to the Regional District, an annual report on the regional emergency program, which provides details on; program activities, achievements, and objectives for the following year.

**4. Termination of MOU**

- a. Either party may terminate this MOU on 12 months' prior notice. During the 12-month notice period, the parties will mutually agree the process in order to transfer assets, outstanding commitments and the duties outlined in section 3 of this MOU back from the City to the Regional District.

**5. Insurance & Indemnity:**

- a. The City will obtain and continuously carry during the term of this MOU at its own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below:

Commercial General Liability insurance to protect the City, the Regional District and their respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise from the services to be provided under this MOU.

The limit of Commercial General Liability insurance will not be less than \$25,000,000 per occurrence, inclusive for personal injury, death, bodily injury or property damage and in the aggregate with respect to services to be provided.

The policy of insurance will:

- be on an occurrence form;
  - add the Regional District and its officials, officers, employees and agents as Additional Insureds with respect to claims arising out of the premises, operations or services to be provided by the City under this MOU;
  - contain a cross-liability or severability of interest clause; and
  - waive all rights which the insurer may acquire by payment of a claim to recover the paid amount from the Regional District or its officials, officers, employees or agents (a “Waiver of Subrogation”).
  - Be primary and non-contributory with respect to any claims against the Regional District arising out of the services provided by the City within the scope of this MOU.
- b. The City agrees to indemnify and save harmless the Regional District in respect of all claims at any time brought against the Regional District or any of its elected or appointed officials, officers or employees, for bodily injury or death, property damage or other loss or damage arising from any negligent acts or omissions of the City, its agents or employees, in the performance of the City’s obligations under this MOU, including all costs, expenses and liabilities incurred by the Regional District in connection with or arising out of any such claims, including expenses incurred in defending any action or proceeding pertaining to such claims. This indemnity will survive the expiry or termination of this MOU.

## **6. General Provisions**

- a. This MOU constitutes the entire agreement between the Regional District and the City with respect to regional emergency management program coordination and supersedes any previous written or verbal agreement with respect thereto;
- b. This MOU may be signed in multiple counterparts which, when taken together, shall constitute one and the same original;
- c. Section headings have been added for purposes of references only and may not be considered in the interpretation of one of the provisions of this MOU;

- d. This MOU may only be amended by written instrument duly signed by the parties hereto;
- e. This MOU shall be governed and interpreted in accordance with the laws of the Province of British Columbia;

**AND THE PARTIES HAVE SIGNED ON THE DATE FIRST MENTIONED ABOVE:**

**REGIONAL DISTRICT OF  
CENTRAL OKANAGAN**

**CITY OF KELOWNA**

\_\_\_\_\_  
Name: Gail Given  
Title: Board Chair

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Name:  
Title:

\_\_\_\_\_  
Name: Brian Reardon  
Title: Chief Administrative Officer

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Name:  
Title: