

## EMERGENCY RESPONSE SERVICES AGREEMENT

### Agreement for Emergency Relief Services

This Agreement is made as of \_\_\_\_\_, 2018 between:

**THE CORPORATION OF THE CITY OF VICTORIA**

a local government regulated through the British Columbia *Local Government Act* and  
*Community Charter*  
(the “City of Victoria”)

and

**THE CANADIAN RED CROSS SOCIETY,**

a not-for-profit corporation and registered charity incorporated under the laws of Canada,  
having its head office in Ottawa, Ontario  
 (“CRC”)

#### WHEREAS:

- A. The City of Victoria is responsible, in the event of an emergency (as defined in the British Columbia *Emergency Program Act*), for safeguarding and protecting the health, safety and security of its residents, including provision for basic needs, shelter and emergency relief, in accordance with the British Columbia *Emergency Program Act*;
- B. CRC is officially recognized as an auxiliary to public authorities in providing protection and assistance to emergency-affected persons, and has the resources and mandate to assist in the provision of emergency relief; and
- C. The City of Victoria and CRC wish to enter into an agreement for the provision of emergency response services in the case of an emergency;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein, the City of Victoria and CRC (each, a “Party” and together, the “Parties”) agree as follows:

#### 1. INTERPRETATION

##### 1.1 In this Agreement:

- a) “**Agreement**” means this agreement, its schedules and all instruments supplemental hereto or in amendment or confirmation hereof; “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions shall mean and refer to this Agreement and not to any particular Article, Section, subsection or other subdivision; and “**Article**”, “**Section**”, “**subsection**” or other subdivision of this Agreement shall mean and refer to the specified Article, Section, subsection or other subdivision of this Agreement;

- b) **“Business Day”** means a day on which CRC's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in Canada;
- c) **“Calendar Day”** means all days in a month, including weekends and holidays.
- d) **“CRC Personnel”** means staff and volunteers who are affiliated with CRC.
- e) **“Duty Officer”** means a person designated by CRC as the point of contact for Notification of an Emergency in accordance of Schedule “C” of this Agreement.
- f) **“Eligible Expenses”** means training and emergency response costs incurred in the provision of Services which the Province of British Columbia will reimburse under applicable legislation.
- g) **“Emergency”** means a present or imminent event or circumstance that (i) is caused by accident, fire, explosion, technical failure or the forces of nature, and (ii) requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of a person or to limit damage to property.
- h) **“Emergency-Affected Person”** means any person whose life is disrupted during an Emergency identified in a Notification. Emergency-Affected Persons include individuals affected in their homes, individuals who must be evacuated on an emergency basis as a preventive measure, and individuals who are required to comply with quarantine measures.
- i) **“Emergency Management British Columbia”** or **“EMBC”** means the Province of British Columbia’s lead coordinating agency for all emergency management activities, and the agency providing support and guidance to the emergency programs of local authorities.
- j) **“Emergency Site”** means any location used to provide Services to Emergency-Affected Persons, and may include reception centers and group lodging.
- k) **“Emergency Social Services”** or **“ESS”** means a community-based provincial emergency response program which provides short-term temporary services for Emergency-Affected Persons to help people begin to re-establish themselves as quickly as possible after an Emergency. ESS are typically available for 72 hours.
- l) **“Force Majeure”** means a circumstance in the context of a response to an Emergency which prevents a Party from performing its obligations under this Agreement, despite such Party’s reasonable preparedness and reasonable

business efforts. Force Majeure may include act of God, fire, flood, war, terrorism, strikes or labour difficulties or governmental enactment.

- m) **“Geographic Area”** means the geographic area covered by the incorporated municipality of the City of Victoria.
- n) **“Notify”, “Notified” or “Notification”** means a process of informing CRC of the existence and circumstances of an Emergency and requesting Services, as set out in Schedule “C” of this Agreement.
- o) **“Personal Information”** means recorded information about an identifiable individual other than contact information.
- p) **“Record” and “Records”** includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.
- q) **“Response Levels”** means the nature and scale of an Emergency as determined by a CRC classification system, which informs the appropriate approach to the response. The Response Levels are:
  - Level 1: Personal Disaster Response
  - Level 2: Local Response
  - Level 3: Regional/Provincial Response
  - Level 4: Major Response
  - Level 5: Catastrophic Response.
- r) **“Services”** means the emergency services to be provided in the Geographic Area to Emergency-Affected Persons by CRC under this Agreement, as more particularly set out in Schedule “A”. CRC Personnel may deploy outside the Geographic Area pursuant to a mutual aid agreement entered into by the City of Victoria, subject to availability and at the sole discretion of CRC.
- s) **“Task Number”** means the primary tracking mechanism used by Emergency Management British Columbia to authorize emergency response operations, training expenditures and insurance coverage for responders.

1.2 **Preamble.** The preamble is incorporated herein by reference and is deemed to be an integral part of this Agreement.

1.3 **Schedules.** This Agreement includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated herein and form a part hereof:

Schedule “A” – Description of Services

Schedule “B” – Payment and Reporting Schedule

Schedule “C” – Notification Protocol  
Schedule “D” – Fundamental Principles

1.4 **Gender.** Any reference to any gender shall include all genders and words used herein importing the singular number only shall include the plural and *vice versa*.

1.5 **Headings.** The division of this Agreement into Articles, Sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect, nor be utilized in the construction or interpretation of, this Agreement.

## 2. PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to establish parameters for collaboration between the City of Victoria and CRC to ensure the provision of humanitarian assistance in the event of an Emergency. CRC will provide aid to Emergency-Affected Persons in accordance with its role and capacity as outlined in this Agreement.

2.2 Nothing in this Agreement shall prevent CRC from providing humanitarian assistance to residents of the City of Victoria, in an Emergency or otherwise, on its own initiative and at its own expense, separate and apart from this Agreement, provided that in doing so CRC does not compromise the performance of its obligations hereunder. CRC may fundraise for such purposes. Personal Information may not be used in such fundraising, subject to applicable legislation.

## 3. TERM

3.1 The right to request Services under this Agreement shall commence on September 1, 2018, and shall expire on December 31, 2020, unless terminated earlier in accordance with the provisions of this Agreement (the “**Term**”).

3.2 **Renewal Planning.** The Parties shall endeavour to meet at least six (6) months prior to the expiry of this Agreement to discuss, and if in agreement to negotiate, a new agreement.

## 4. OBLIGATIONS OF CRC

### 4.1 Preparedness.

- a) CRC will develop a plan, in cooperation with the City of Victoria, with tasks and timelines to transition existing volunteers and resources, build additional capacity as required, and establish protocols for each Response Level, including the roles and responsibilities of each Party;
- b) CRC will recruit, select and train a volunteer-based workforce so as to have ready-to-respond CRC Personnel available to deliver Services. All CRC volunteer personnel providing Services under this Agreement will be registered with EMBC as Public Safety Lifeline volunteers and are expected to follow

applicable standards, policies and training requirements of both the Government of BC and the CRC.

- c) CRC will stock and maintain supplies and logistics capacity as required to provide the Services; and
- d) CRC will participate in City of Victoria-led emergency preparedness exercises, activities and/or meetings, as mutually agreed upon from time to time.

#### 4.2 **Emergency Response.**

- a) Upon (i) Notification by the City of Victoria and (ii) being advised of the Task Number (which may be requested from EMBC by CRC or by the City of Victoria), CRC will supply the requested Services in response to an Emergency. Depending on the circumstances and extent of an Emergency, CRC may work with personnel provided through mutual aid arrangements entered into by the City of Victoria, utilize convergent volunteers, and deploy CRC personnel from other provinces or from its international network to respond to an Emergency;
- b) CRC will communicate and coordinate with the City of Victoria, and will keep the City of Victoria apprised of the provision of Services during the Emergency; and
- c) CRC will ensure that CRC Personnel and equipment are clearly identified with CRC's logo.

#### 4.3 **Limitation.**

- a) The Parties understand that a Task Number must be obtained from EMBC for all emergency response and training activities, and that CRC assistance pursuant to this Agreement is subject to a Task Number being secured;
- b) The Parties understand that CRC's workforce is comprised principally of volunteers, and recognize that the availability of personnel may be reduced in exceptional circumstances despite the reasonable efforts of CRC;
- c) At any time during an Emergency, CRC may give immediate notice that it will withdraw, reduce or limit its services in the event conditions are such that CRC is unable to provide Services without compromising the health or safety of CRC Personnel; and
- d) CRC shall endeavour to keep the City of Victoria informed and to coordinate with the City of Victoria with respect to any anticipated or actual limitations on its provision of Services.

## 5. OBLIGATIONS OF THE CITY OF VICTORIA

### 5.1 Preparedness.

- a) To ensure an efficient and robust emergency response, the City of Victoria will inform its staff and intra-governmental counterparts of CRC's role, including taking reasonable steps to document the role of CRC in any relevant emergency or other plans;
- b) The City of Victoria will invite CRC to participate, as appropriate, in City of Victoria-led exercises, activities and/or meetings focusing on emergency preparedness;
- c) The City of Victoria will designate locations as Emergency Sites to be used by CRC in an Emergency response, and will provide CRC with a list of such designated Emergency Sites from time to time, or at the latest as soon as possible upon Notification of an emergency situation; and
- d) The City of Victoria will be responsible for ensuring that any licenses, approvals or permits necessary to operate the Emergency Sites are obtained.

### 5.2 Emergency Response

- a) The City of Victoria may call on the assistance of CRC pursuant to this Agreement in the event of an Emergency;
- b) Where the City of Victoria calls on CRC pursuant to the above subparagraph, the City of Victoria shall request that CRC provide Services to Emergency-Affected Persons by issuing a Notification, using the protocol as described in Schedule "C". In the Notification, the City of Victoria shall either provide the necessary information to CRC for CRC to obtain the Task Number, or the City of Victoria shall obtain the Task Number and provide it to CRC;
- c) Where the City of Victoria believes an Emergency is or may be imminent, the City of Victoria may request that the CRC go on "stand by" to be ready to respond if the Emergency occurs ("**Stand By**"). Stand By requests shall be made using the Notification process described in Schedule "C"; and
- d) The City of Victoria will communicate and coordinate with CRC, and will keep CRC informed of information relevant to its role in providing Services, including sharing in a timely and comprehensive manner data to inform the delivery of services (as described in Schedule "C"), if available and as applicable.

## 6. REPORTING

- 6.1 CRC shall report to the City of Victoria as set out in Schedule “B”.
- 6.2 CRC shall keep and maintain in accordance with generally accepted accounting standards complete and accurate books, Records and accounts relating to this Agreement and the cost of the Services and all expenditures and shall, upon reasonable notice, provide to the City of Victoria these documents to examine, audit and make copies. CRC shall retain Records for seven (7) years following the last year to which the Records relate.
- 6.3 **Records of Emergency-Affected Persons.** When registration services (“**Registration**”) are provided, CRC shall establish, maintain, and retain Records of all Emergency-Affected Persons who are registered. These Records shall include, for each person, as provided, (i) names of all family members, (ii) primary residence address, (iii) emergency address (where evacuation orders are in place); and (iv) contact phone number if available. With the exception of Non-Disclosed Files (as defined in section 13.4(b)) as provided for in the privacy provisions herein, CRC shall share this information with the City of Victoria, as appropriate and applicable in order to facilitate the response to the Emergency and the provision of Services. After the conclusion of the Emergency, CRC shall, on request, deliver to the City of Victoria a Record of all Emergency-Affected Persons to whom Services were provided, excepting Non-Disclosed Files. In the event that the CRC is able to employ its own technology for the purpose of digital means of Registration, CRC shall endeavor to share the Records with the City of Victoria on a routine basis from the outset of the operation.
- 6.4 The City of Victoria shall use any Records provided by CRC only for the purposes of Emergency response, and shall store and submit such Records in accordance with all applicable privacy legislation, and in accordance with the privacy provisions herein.

## 7. FINANCIAL SUPPORT

- 7.1 **Annual Financial Support for Preparedness.** To enable CRC to build and maintain its capacity to discharge its responsibilities under this Agreement, the City of Victoria agrees to make an annual contribution to CRC of \$30,000 CDN each year of the Term. In the first year, the annual contribution rate will be prorated based on the number of months remaining between the date this Agreement comes into force and December 31. The annual contribution will be due within thirty (30) Calendar Days of the date of that the Agreement comes into force, and in each January thereafter, upon invoice by CRC.
- 7.2 **Cost Recovery for Emergency Response Services.** CRC will seek reimbursement from EMBC for Eligible Expenses secured under a Task Number in relation to the provision of Services, including expenses relating to volunteers and direct assistance to Emergency-Affected People. Services will be delivered in accordance with EMBC policy and assistance guidelines.

- 7.3 To better assist Emergency-Affected Persons, CRC may organize fundraising campaigns if its resources are insufficient to meet projected needs. Fundraising will be conducted and the funds raised will be used in accordance with the standards of CRC. The allocation of any fundraising revenues shall be in CRC's sole and absolute discretion. Personal Information may not be used in such fund raising campaigns, subject to applicable legislation.

## **8. INDEMNITY**

- 8.1 Each Party shall indemnify and save harmless the other Party, its employees, volunteers and agents from any loss, damage, claim, cost or expense, including legal fees, that the other Party may incur pursuant to any third party claim, demand, action, charge, complaint, prosecution or other proceeding that may be made against or affect the indemnified Party to the extent arising from:

- a) the indemnifying Party's breach of this Agreement; or
- b) a wrongful or negligent act or omission on the part of the indemnifying Party, or of its employees, volunteers, agents, or others for whom it is in law reasonably responsible, in the performance of this Agreement or the rendering of the Services.

- 8.2 The indemnified Party shall promptly notify the indemnifying Party of any claim covered by this section; shall allow the indemnifying Party to conduct and control, at the indemnifying Party's sole cost and expense, the defence of such claims and any related settlement negotiations; shall afford all reasonable assistance to the indemnifying Party (at the indemnifying Party's sole cost and expense); and shall make no admission prejudicial to the defence of such claims.

## **9. INSURANCE**

- 9.1 Each Party shall, at its sole cost and expense, take out and keep in force throughout the Term of this Agreement commercial general liability insurance covering all acts and omissions of its employees and volunteers in respect of loss by or injury to third parties (including, in the case of the City of Victoria, CRC Personnel), arising from the acts or omissions of such Party in connection with this Agreement. This insurance coverage will be to a limit of at least ten million dollars (\$10,000,000 CDN) per occurrence, or such lesser amount as is approved by the other Party; will by certificate include the other Party as an additional insured; and will contain a cross liability and severability of interest clause. Each Party shall promptly deliver, upon request, certificates of insurance throughout the Term.
- 9.2 Each Party shall ensure that its policies of insurance referenced above are endorsed to provide thirty (30) days written notice to the other Party in the event of cancellation by the insurer or material change. Each Party shall provide the other Party with at least thirty (30) days written notice of its intention to cancel or not renew the policy.

- 9.3 Each Party shall require and ensure that any subcontractors it engages in connection with this Agreement also comply with the terms of this Section, and shall bear the risk if they do not.

## **10. TERMINATION**

- 10.1 Either Party may terminate this Agreement for convenience upon 60 days written notice.
- 10.2 Either Party may terminate this Agreement immediately for cause if the other Party is in breach of a material provision of this Agreement (including expressly, a breach of its obligations in respect of Personal Information) and such breach has not been cured in a reasonable time following written notice to such other Party or is by its nature incapable of being cured. A reasonable time shall be thirty (30) days or such other time as is reasonable in the circumstances.
- 10.3 On termination:
- a) CRC shall, in coordination with the City of Victoria, wind down or transfer to another provider the provision of any Services currently in progress; and
  - b) The City of Victoria shall pay any financial obligations (i) incurred prior to termination and (ii) for all Services performed, including costs to the CRC to wind down Services, which may extend beyond the date of termination, not to exceed three months; and CRC shall refund to the City of Victoria a pro rata portion of the annual contribution paid by the City of Victoria for the year in which this Agreement is terminated based on the number of months between January 1 of that year and the effective date of termination. Amounts payable by each Party to the other may be off-set for convenience of accounting and payment.
- 10.4 **Survival.** Provisions of this Agreement which are expressly or impliedly intended to remain in force after termination shall do so, including without limitation the provisions regarding retention of Records, indemnity, financial obligations upon termination, confidentiality, privacy and intellectual property.

**Personal Information.** For greater certainty, Personal Information that was used by a Party to make decisions on the emergency services an individual was deemed eligible to receive shall be retained for at least one year after termination of this Agreement, and thereafter (i) if obtained from the other Party, promptly returned to that Party, or (ii) if otherwise, promptly destroyed. Other Personal Information obtained by one Party from the other shall be returned within thirty days of termination of this Agreement. Each Party shall, as soon as reasonably possible, provide the other with written confirmation that all Personal Information which it is not entitled to retain has been returned or destroyed and cannot be reconstituted.

## 11. NOTICE

- 11.1 Contractual notices, requests, demands, or other communications (collectively called “Notices”) hereunder shall be given in writing by personal delivery, by postage prepaid registered mail, or by email. **Requests and communication regarding the activation and provision of Services or Stand By (Notification) are not governed by this Section but are governed by the protocol set out in Schedule “C”.** The address of each Party for contractual Notice shall be as follows,

**CRC:**

Kimberley Nemrava  
Vice President, British Columbia and  
Yukon  
Canadian Red Cross  
909 Fairfield Rd.  
Victoria, BC, V8V 3A3  
[Kimberley.Nemrava@redcross.ca](mailto:Kimberley.Nemrava@redcross.ca)

**City of Victoria:**

Chris Coates  
City Clerk  
City of Victoria  
1 Centennial Square  
Victoria, B.C.  
V8W 1P6  
[ccoakes@victoria.ca](mailto:ccoakes@victoria.ca)

or at such subsequent address given by such Party to the other Party by Notice in writing from time to time.

- 11.2 All Notices shall be deemed to have been received when delivered by hand or transmitted by email or, if mailed, ten (10) Business Days after the day of the mailing thereof, excluding any time during which the normal mail service is interrupted by strikes or other irregularities.

## 12. CONFIDENTIALITY

- 12.1 “**Confidential Information**” means any information or material that relates to a Party’s business and affairs, including CRC client lists and information related to the suspension or termination of this Agreement, which is identified as confidential at the time of disclosure or that a reasonable person would consider, from the nature of the information or the circumstances of disclosure, to be confidential. Confidential Information does not include information that (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party; (iii) entered the public domain through no fault of the receiving Party subsequent to communication with the other Party; (iv) is in possession of the receiving Party free of any obligation of confidence at the time it was communicated to the receiving Party or thereafter; (v) is communicated to the receiving Party by a third party under no legal obligation to maintain the confidentiality of the information; or (vi) is Personal Information, the possession and use of which will in each and every case be subject to applicable legislation, as the same may be enhanced and supplemented by agreement between the Parties.

- 12.2 Each Party shall not disclose the other Party's Confidential Information without express written consent or unless required by law, nor make use of the other Party's Confidential Information except in the performance of this Agreement. Each Party shall protect the other Party's Confidential Information from transfer or disclosure by the same measures that it uses to protect its own confidential information, but in any event by not less than reasonable measures. Where disclosure is required by law, prior to disclosure, the Parties will discuss the legal requirement and jointly determine amount and type of Confidential Information, if any, which must be disclosed in order to comply with the law.
- 12.3 **Access to Information Requests.** The Parties acknowledge they may be subject to access to information legislation in respect of information or Records obtained as a result of this Agreement. Where such a request is received, the other Party shall be notified in writing prior to the release of any information that is in its custody and/or control, in accordance with and as permitted under the applicable legislation.

### 13. PRIVACY

- 13.1 Each Party shall act in accordance with their respective privacy policies and applicable privacy laws. To the extent the Parties have differing obligations under applicable privacy legislation, each Party shall take reasonable steps to facilitate the other Party's compliance. Further, to the extent that CRC has differing obligations from the City of Victoria under applicable privacy legislation, CRC will comply with the requirements of the British Columbia *Freedom of Information and Protection of Privacy Act* in respect of Personal Information that it obtains, directly or indirectly, from the City of Victoria.
- 13.2 Each Party will treat as confidential and will not, without the prior permission of the other Party, disclose, or permit to be disclosed, either before or after the expiration of this Agreement, Personal Information supplied to, obtained by, or which comes to the knowledge of that Party as a result of the Agreement, except insofar as such disclosure is necessary for the Party to fulfill its obligations under this Agreement and/or is required or permitted by law. Registration information provided to CRC is provided in confidence, shall be available or shared with the City of Victoria only through secure encrypted file transmission procedures, is provided only for the purposes of Emergency response and providing disaster-related assistance, and shall be used, shared or disclosed by the City of Victoria only for such purposes, and in respect of Personal Information included therein, only in accordance with applicable legislation.
- 13.3 For greater certainty and notwithstanding anything to the contrary contained herein, each Party will collect, possess and use Personal Information in its possession only in compliance with applicable legislation (which, in the case of CRC, includes but is not limited to the requirement that any Personal Information provided to it by the City of Victoria will be used by it only to the extent that such Personal Information is necessary for the performance of the duties of CRC pursuant to this Agreement), as the same may be enhanced and supplemented by agreement between the Parties, and subject to the foregoing restrictions, will disclose any such Personal Information to the other Party only by secure means such as encryption.

13.4 The City of Victoria further acknowledges that certain registrants may request:

- a) That the information they provide to CRC be restricted in its disclosure for personal reasons (“**Restricted Files**”), including that their names and information not be disclosed to others in connection with Registration and/or family reunification services. Upon being advised by CRC, this higher level of confidentiality shall be respected by the City of Victoria; or
- b) That the information they provide to CRC not be disclosed to the City of Victoria (“**Non-Disclosed Files**”). In these cases, CRC will inform the City of Victoria of the services provided to such persons only in anonymized or aggregated form.

#### 14. INTELLECTUAL PROPERTY

- 14.1 The Red Cross emblem consists of a red cross on a white background and is universally recognized as a symbol of protection and neutrality. The Canadian Red Cross Society Logo is the Red Cross emblem plus the phrase “Canadian Red Cross” or “Croix-Rouge canadienne”, as set out in CRC’s graphic standards.
- 14.2 Each Party shall not use the logo, name, emblem or other marks of the other Party without that Party’s prior review and written approval. Use by the City of Victoria of the CRC emblem alone is strictly prohibited.
- 14.3 **Copyright.** Each Party shall own exclusively all information and material created or prepared by it in the performance of this Agreement. For greater clarity, CRC retains the copyright and exclusive right of use for its own service provision methods, document templates, emergency management training techniques and all materials related to these functions.

#### 15. FORCE MAJEURE

- 15.1 The interpretation of the contractual rule of force majeure under this Agreement shall take into account that this Agreement is intended to be performed in circumstances of Emergency. The parties confirm that the performance of their obligations is intended to be provided in such circumstances, and any failure of performance shall be assessed in that context.
- 15.2 Neither Party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to Force Majeure and the Party has promptly notified the other Party of the Force Majeure circumstance. In the event of a Force Majeure, the Parties shall consult with one another on the appropriate action to be taken, which may include temporary suspension of certain provisions of this Agreement for the duration of the Force Majeure, or termination of this Agreement. Suspension of any provision of this Agreement shall be reviewed on a periodic basis but at least once every three (3) months. If the force majeure condition continues for more than sixty (60) days,

either Party may terminate this Agreement upon written notice to the other Party, in which case the provisions of section 10.3 will apply.

## **16. GENERAL PROVISIONS**

- 16.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and, except as expressly set out herein, supersedes all other or prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties in respect of the subject matter.
- 16.2 **Amendments.** This Agreement may be amended only by written instrument executed by the Parties.
- 16.3 **Media Communications.** No Party shall make any press release, public announcement or other public commentary relating to this Agreement, the Services or the other Party without prior consultation with and the approval of the other Party.
- 16.4 **Fundamental Principles.** The Parties shall carry out this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent movement, attached hereto as Schedule “D”.
- 16.5 **Relationship of the Parties.** The relationship of CRC to the City of Victoria in performing the Services under this Agreement is that of independent entities, and nothing in this Agreement is to be construed as creating an agency, partnership or joint venture relationship between CRC and the City of Victoria.
- 16.6 **Assignment.** This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors and permitted assigns. CRC may, with the prior consent of the City of Victoria (such consent not to be unreasonably withheld, conditioned or delayed), subcontract the performance of Services, which shall not affect CRC’s responsibility for the performance of its obligations under this Agreement.
- 16.7 **Dispute Resolution.** The Parties shall make reasonable efforts to settle by negotiation, with or without the assistance of a mediator, any dispute that arises as a result of any claim or controversy in connection this Agreement. If the Parties are not able to reach a resolution of all of the matters in dispute after negotiation and/or mediation, the remaining dispute will be finally determined by arbitration in accordance with the provisions of the British Columbia *Arbitration Act*, or, at the option of CRC, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with the legislation or those Rules, as the case may be.
- 16.8 **No Waiver.** No waiver by any Party of any breach by the other Party of any of its obligations hereunder shall be a waiver of any subsequent breach of the same or any other obligation, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

- 16.9 **Severance.** Any provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions.
- 16.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Agreement.
- 16.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.
- 16.12 **Governing Law.** This Agreement shall be interpreted in accordance with, and governed by, the laws of British Columbia and the federal laws of Canada applicable therein, excluding conflict of law provisions.

**IN WITNESS WHEREOF** each of CRC and the City of Victoria have caused this Agreement to be signed and delivered by its duly authorized representative:

For the City of Victoria:

For the Canadian Red Cross Society:

\_\_\_\_\_  
Name (print):

\_\_\_\_\_  
Name  
(print):

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SCHEDULE “A”**

### **DESCRIPTION OF SERVICES**

CRC will provide Emergency Social Services (the Services) in response to Emergencies where a Task Number is secured, and will deliver the services in accordance with EMBC policy and assistance guidelines. The provision of Services will be coordinated with government, insurance and other voluntary sector organizations to avoid duplication. The appropriate method of service delivery for the requested Services will be determined by CRC and the City of Victoria in coordination.

- ☐ Registration
- ☐ Reception and Information
- ☐ Family Reunification
- ☐ Lodging
- ☐ Food
- ☐ Clothing
- ☐ Transportation
- ☐ Personal Services
- ☐ Safety and Wellbeing
- ☐ Digital Assistance

Further emergency response services may be provided subject to discussion and mutual agreement.

In the absence of an issued Task Number, CRC may provide emergency response services in its own discretion, separate from this Agreement. In any provision of emergency assistance, CRC will endeavour to coordinate and communicate with the City of Victoria, avoid duplication, and maximize the efficiency and effectiveness of aid.

### **EMERGENCY RESPONSE SERVICES**

The following Services may be provided, at the request of the City of Victoria, in response to an Emergency. The specific Services and the means of service provision will depend on the nature and scale of the Emergency, and will be determined by CRC, in consultation with the City of Victoria when appropriate and when circumstances permit.

#### **Registration**

Registration aims to facilitate family reunification, communication with Emergency-Affected Persons and the fast and accurate provision of direct assistance. Information collected via Registration will be shared with the City of Victoria pursuant and subject to the terms of this Agreement.

Service delivery may include:

- In-person Registration: Registration of individuals by CRC field personnel.
- Online Registration: Registration of Emergency-Affected Persons via the CRC web site.

- CRC Contact Centre or Call Centre: Registration of individuals by phone through a CRC Contact Centre.

### **Reception and Information**

Reception refers to providing a place for people impacted by an emergency to go, where they can receive information and Services, and to managing access to and from the facility. Information refers to providing individuals with information about Services and other assistance available to them, whether from CRC or other agencies, and information about the emergency situation.

Service delivery may include:

- Referral: Referring clients to other organizations or government programs that can assist them.
- Stand-alone Service: Providing Reception and Information as a stand-alone service within a government-led reception centre or shelter.
- Reception Centre: Establishing, staffing, and/or managing a reception centre at an Emergency Site.
- Call Centre: Establishing a call centre to provide information.
- Outreach: Conducting direct outreach to provide information.
- Mass Messaging: Sending electronic communications (email, text message or voice mail) to Emergency-Affected Persons.

### **Family Reunification**

Family reunification assists in reuniting families by collecting information and answering inquiries regarding the condition and whereabouts of missing persons.

Service delivery may include:

- Online: Providing online means for inquiries and for safe & well messages.
- Phone: Providing access or means to access phone service.
- Internet Access: Providing access or means to internet service.

Persons may request that their information not be shared with others, including through family reunification (Restricted Files), for example due to concerns about abusive relationships. Such requests will be respected.

### **Lodging**

This service aims to ensure that individuals are provided with safe, temporary lodging away from an area affected by an Emergency. It also seeks to support individuals' return to their homes.

Service delivery may include:

- Commercial Lodging: Coordinating commercial lodging (e.g. hotel, motel, etc.).
- Group Lodging/Congregate Shelter: Establishing, staffing, and/or managing a Group Lodging/Congregate Shelter facility.
- Friends and Family: Support individuals to stay with their family or friends who can offer accommodation.

**Food**

This service aims to provide feeding for those who cannot feed themselves, or those without food or food preparation facilities, as well as for volunteers and other response workers. CRC tries to ensure, to the best of its ability and in the circumstances, that food meets the nutrition needs of at-risk groups. Food should also respect the culture of the affected persons.

Service delivery may include:

- Commercial Feeding: Arranging for food via stores, groceries, and/or restaurants.
- Feeding Station: Coordination to establish Feeding Stations at Reception Centers or Group Lodging/Congregate Shelters.
- Kitchen/Cafeteria/Catering: Establishing a stationery kitchen, cafeteria, or catering service.
- Bulk Food/Water Distribution: Conducting bulk food and water bulk distribution operations.
- Cooperation with Partners: Coordinating food services via cooperation with partners.

**Clothing**

Clothing service is designed to provide clothing to persons in need in an Emergency to prevent harm from exposure and to meet clothing needs until normal sources of supply become available.

Service delivery may include:

- Provision of Clothing: Coordinating clothing via agreements with commercial suppliers.
- Detergent/Laundry: Providing for detergent and laundry, to enable individuals to do their own laundry or for laundry to be cleaned by a third party.
- Cooperation with Partners: Arranging clothing distribution via cooperation with partners.

**Transportation**

Emergencies may require or result in the evacuation of individuals from their homes, for short or long periods of time. Emergency-Affected Persons may lose access to their regular means of transport due to the Emergency, and may require assistance to pay for unplanned transport expenses. Transportation service aims to provide assistance to facilitate mobility for Emergency-Affected Persons.

Service delivery may include:

- Provision of Means: Providing means to either acquire fuel, bus, train or subway tickets or cab fare.
- Direct Provision: Providing transport through contracted companies, such as chartered buses.

**Personal Services**

Personal services provide immediate personal assistance to people dealing with physical, social, or emotional problems created by or aggravated by an Emergency. This service also provides assistance to meet the functional requirements of clients such as children, dependent adults, and mobility-impaired adults.

Service delivery may include:

- Personal and Hygiene Products: Providing hygiene kits or the means to acquire hygiene products.
- Baby supplies: Providing the means to acquire baby supplies such as diapers and ointment.
- Prescriptions: Providing the means to renew necessary medical prescriptions.
- Special Mobility Aids: Providing means to acquire special mobility aids necessary for healthy living.
- Personal Services and Health Care: Providing the means to fulfill basic support and medical aid requirements, including to acquire eye glasses, hearing aids, or dentures or referral to professional health services.

### **Safety and Wellbeing**

Safety and Well-Being (SWB) takes into account, in the provision of the Services, an understanding of safe and supportive environments in all aspects of service delivery; assigning the highest priority to creating opportunity for beneficiaries to benefit from activities that address their well-being. In major emergencies SWB may be delivered by designated SWB volunteers, but there is also an increasing effort within CRC to ensure that all volunteers are oriented to the foundational concepts of SWB in service provision.

Service delivery may include:

- Protection: Creation and maintenance of safe environments for impacted populations.
- Accountability: Beneficiary accountability through feedback mechanisms.
- Community Engagement: Promotion or coordination of networks addressing safety, protection and wellbeing; promotion of community resilience in support of populations of focus.
- Activity Delivery: Activities and programming approaches that support populations of focus, for example: Child-Friendly Spaces; Female-Friendly Spaces; and Youth Engagement.

### **Digital Assistance**

In recognition of the increasing size and impact of emergencies and the movement of affected populations outside the immediate service delivery area, CRC is increasingly building capacity to provide the relief and recovery services through digital means. Used at the sole discretion of CRC, but subject always to applicable legislation (including, without limitation, in respect of the collection, possession and use of Personal Information), and currently employed mainly for large-scale emergency operations, digital service delivery may include online Registration (through a web portal), the issuance of financial assistance through electronic means (such as e-transfer), mass messaging and surveying of affected populations for the purpose of planning, and other tools. This form of service provision entails significant “behind the scenes” effort to manage the accuracy of information and facilitate access for non-digital populations (such as elderly individuals, who may prefer to register in person). There may be additional costs associated with digital service provision, and it may not be technically feasible in all circumstances.

## SCHEDULE “B”

### PAYMENT AND REPORTING SCHEDULE

CRC will make reasonable efforts to provide the following reporting with respect to the Services. All reports shall be provided to the City of Victoria contact person for contractual notices. Where payment is requested, reports will include invoices.

These provisions may be superseded by an emergency-specific agreement, where applicable.

Report	Content	Timing	City of Victoria Response
<b>Preparedness</b>			
Annual Report	Narrative report on capacity development and preparedness activities (personnel, equipment, supply stocks, exercises); invoice for annual contribution.	TBD	TBD
<b>Emergency Responses (to be completed)</b>			

## **SCHEDULE “C”**

### **NOTIFICATION PROTOCOL**

The Parties designate the individuals identified below as their respective contacts in relation to the activation of Services or Stand By:

**CRC:**

**Preferred Method:**

**Duty Officer: 1-888-800-6493**

The CRC Duty Officer phone number provides 24/7 response capability and a single point of contact to the City of Victoria, other partners, Emergency-Affected Persons, CRC personnel and the public.

**Alternate Method:**

**City of Victoria Connect Rocket**

Each CRC Duty Officer registers to receive notifications and will place themselves on-call and off-call in accordance with the 24/7 Duty Officer roster.

**City of Victoria:**

City of Victoria Fire Department, 1234 Yates Street, Victoria, B.C.

**Phone:** 250-384-1122

**Email:**

**Preferred means of communication:**

**Alternate means:** City of Victoria Connect Rocket

Either Party may change its designated contact by written notice to the other Party.

To activate the Services or place CRC on Stand By, the City of Victoria shall make a request to the CRC contact indicated above and shall provide information about the Emergency or anticipated Emergency as set out below to facilitate the deployment of appropriate personnel and resources (Notification).

In the absence of Notification, CRC shall not be obligated to provide Services; however, if CRC receives notice directly from an affected community or otherwise becomes aware of a situation which may warrant the deployment of Services, CRC may contact the City of Victoria and seek approval for the activation of Services. Furthermore, this Agreement does not restrict the ability of CRC to provide aid on its own initiative and at its own expense, outside of this Agreement.

When requesting or approving the activation of Services, or when requesting that CRC go on Stand By, the City of Victoria shall provide the following information, to the extent applicable and available:

- i. the Task Number, or the information required to obtain a Task Number as outlined below;

- ii. the nature and location of the Emergency;
- iii. the time the Emergency occurred;
- iv. the number of affected people (if known);
- v. any current or possible evacuation, and the expected duration of the evacuation operation;
- vi. emergency services on scene;
- vii. the Services (per Schedule “A”) that are requested; and
- viii. the location of Emergency Sites or other locations where Services are needed or will be delivered;
- ix. any identified threats or hazards to the affected population or to CRC Personnel;
- x. location of affected vulnerable populations, such as long-term care facilities or hospitals;
- xi. any special instructions, limitations or risks; and
- xii. city liaison officer name(s) and contact information (if different from the Notification contact listed in this Section).

In large-scale emergencies, specific datasets may be required from the City of Victoria, depending on the assistance that is requested from CRC, in order to ensure the efficient delivery of digital assistance services. This data may include:

- xiii. data on the boundaries of impacted areas and/or evacuation boundaries, including geospatial polygons where available;
- xiv. point data and/or address information for impacted residences;
- xv. information regarding the status of essential services such as hydro, water, heat, etc. within the relevant areas; and
- xvi. relevant statistics related to the population, demographics, or other sociologically significant indicators of an affected community.

Data sets shall be conveyed in a machine-readable format (e.g. as raw data, not as a PDF). Where the datasets contain Personal Information they shall be transferred using encryption or a secure file transfer protocol site (FTP).

## **SCHEDULE “D”**

### **FUNDAMENTAL PRINCIPLES**

<b>Humanity</b>	The International Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
<b>Impartiality</b>	The Movement makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
<b>Neutrality</b>	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
<b>Independence</b>	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
<b>Voluntary Service</b>	It is a volunteer relief movement not prompted in any manner by desire for gain.
<b>Unity</b>	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
<b>Universality</b>	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.