



**To:** Public Works and Transportation Committee      **Date:** May 9, 2022  
**From:** Suzanne Bycraft      **File:** 10-6000-00/Vol 01  
Director, Public Works Operations  
**Re:** **Regional Public Works Mutual Aid Agreement**

**Staff Recommendation**

That the following actions be taken in regard to approving the Regional Public Works Mutual Aid Agreement as more particularly described in the staff report dated May 9, 2022 from the Director, Public Works Operations:

1. the Chief Administrative Officer and the General Manager, Engineering and Public Works be authorized to execute on behalf of the City of Richmond the Regional Public Works Mutual Aid Agreement with the material terms and conditions as set out in the Report titled Regional Public Works Mutual Aid Agreement; and
2. the General Manager, Engineering and Public Works or his delegate be designated as the Authorized representative under the Regional Public Works Mutual Aid Agreement.

Suzanne Bycraft  
Director, Public Works Operations  
(604-233-3338)

REPORT CONCURRENCE		
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>
Law Department	✓	
Emergency Programs	✓	
<b>SENIOR STAFF REPORT REVIEW</b>	<b>INITIALS:</b>	<b>APPROVED BY CAO</b>

## Staff Report

### Origin

This report presents the Regional Public Works Mutual Aid Agreement (the Agreement) which provides a framework for mutual support, aid and assistance to, amongst other things, ensure that public works are maintained in the event of a major emergency.

This report supports Council's Strategic Plan 2018-2022 Strategy #1 A Safe and Resilient City:

*Enhance and protect the safety and well-being of Richmond.*

*1.3 Ensure Richmond is prepared for emergencies, both human-made and natural disasters.*

### Analysis

#### Background

The provincially enacted Local Authority Emergency Management Regulation allows the City to enter into mutual agreements for resources and subsequent cost recovery for areas outside of the local authority's jurisdictional area. In February 2000, the City entered into the Public Works Mutual Aid agreement. This February 2000 agreement, the provisions of which are now dated, will be superseded and replaced by the proposed Agreement, if approved by Council.

While to date the City has not requested aid under the agreement nor has the City received a request for aid from other parties, the agreement and the proposed updates represent a key tool for enhancing both local and regional emergency response capabilities.

#### Agreement Terms

The Agreement includes 27 jurisdictions, inclusive of multiple Lower Mainland municipalities, Metro Vancouver, Greater Vancouver regional district entities, Tsawwassen First Nation and the University of British Columbia. The Agreement lays out the terms of providing support, aid and assistance to ensure that public works services are maintained in the event of an emergency or significant event.

Key terms are outlined below:

1. The authorized representative may make a request for resources in situations where their own resources are fully utilized and where such requests have already been made to bordering local authorities. Resources may include supplies, equipment or personnel.
2. Resources will be provided where the furnishing of such resources will not unreasonably diminish the capacity of the responding authority to meet their own needs.
3. The authority requesting the resources shall reimburse the responding authority providing the resources for their actual costs incurred, plus 10%, based on the prevailing rates of the responding authority. Reimbursements are due within 60 days from the date of invoice.

4. The reimbursement is irrespective of the requestor's entitlement or receipt of funding received from Emergency Management BC.
5. The requesting authority is responsible for loss or damage to resources provided, and for returning the resources in the same condition. The requesting authority will pay for any repair or restoration costs.
6. Standard insurance, liability and indemnity provisions apply, including no party will be liable for damages in the event an authority fails to respond to a request for assistance under the Agreement. It is a further term of the Agreement that the requesting jurisdiction will indemnify the responding authority against any claims or damages. The responding authority indemnifies the requesting authority for negligence or misconduct of the responding authority's employees or affiliated volunteers.
7. The Agreement is reviewed every five years or upon the written request of any party to the Agreement. Members may withdraw by giving no less than 30 days prior notice. New parties may be added to the Agreement.

#### Implementation

The Regional Public Works Mutual Aid Agreement denotes an Authorized Representative of the local authority as established by Council. It is proposed that the General Manager, Engineering and Public Works or his delegate be designated as the Authorized Representative for the purposes of the Agreement.

#### **Financial Impact**

None

#### **Conclusion**

The City of Richmond is eligible to participate as a party to the Regional Public Works Mutual Aid Agreement, which establishes terms for responding to or requesting aid from other local authorities in an emergency or significant event. Staff have participated with the region and other jurisdictions in the development of the Agreement, which has received endorsement of the Regional Administrators Advisory Committee.

Given the wide scale impact that a significant emergency could have on multiple Lower Mainland jurisdictions, staff recommend the City participate as a signatory to the Agreement to ensure effective and efficient regional collaboration and sharing of public works resources among participants.



Suzanne Bycraft  
Director, Public Works Operations  
(604-233-3338)