

## CONTRIBUTION AGREEMENT

THIS AGREEMENT dated effective the 15 day of January 2024.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Emergency Management and Climate Readiness

(the "**Province**")

AND:

**CITY OF PRINCE GEORGE**

(the "**Recipient**")

WHEREAS:

- A. The Province has agreed to contribute funding to the Recipient to support its implementation of the Indigenous Engagement Requirements in the Emergency and Disaster Management Act; and
- B. The Province and the Recipient wish to set out the terms and conditions respecting the Province's contribution in this Agreement.

NOW THEREFORE in consideration of the premises and covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

### DEFINITIONS

1.01 In this Agreement:

- (a) "Agreement" means this contribution agreement, including the schedules attached to it and forming part of it, all as may be amended, restated, replaced or supplemented from time to time;
- (b) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (c) "Contribution" means the funds paid or payable by the Province to the Recipient pursuant to this Agreement;

- (d) "EDMA" means the Emergency and Disaster Management Act, S.B.C. 2023, c.37;
- (e) "Effective Date" means the date indicated on the first page of this Agreement;
- (f) "Eligible Activity" means an activity eligible for funding under the Indigenous Engagement Requirements Funding Program, as further described in Schedule A;
- (g) "Event of Default" means any event of default described in section 11.01 of this Agreement;
- (h) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- (i) "Indigenous Engagement Requirements" means the requirements in the EDMA for municipality and regional district engagement with Indigenous governing bodies, including consultation and cooperation, and considerations related to Indigenous knowledge and cultural safety;
- (j) "Indigenous governing body" has the same meaning as in section 1(1) of the *Declaration on the Rights of Indigenous Peoples Act*, S.B.C. 2019, c. 44
- (k) "Project" means the Eligible Activity(ies) chosen by the Recipient as indicated in Schedule B;
- (l) "Reports" means the reports provided by the Recipient to the Province in accordance with section 5.01;
- (m) "Term" means the term of this Agreement described in section 2.01; and
- (n) "Termination Date" has the meaning set out in section 2.01.

1.02 Capitalized terms defined in the recitals to this Agreement and used in this Agreement have the definitions given in the recitals.

## **TERM**

2.01 The term of this Agreement commences on the Effective Date and ends on the earlier of **March 31, 2025** or the date on which this agreement is terminated in accordance with section 11.02 (the "**Termination Date**").

## **CONTRIBUTION**

- 3.01 The Contribution consists of a single payment of \$40,000 to be used by the Recipient for the Project in accordance with this Agreement.
- 3.02 The Province will provide the Contribution to the Recipient within 30 days of the Agreement being signed by both parties.
- 3.03 Notwithstanding any other provision of this Agreement, in no event will the Province be or become obligated to pay to the Recipient pursuant to this Agreement an amount exceeding the Contribution.

## **STIPULATIONS**

- 4.01 The Recipient must apply the Contribution solely for the purposes of the Project and in accordance with the specifications and other requirements set out in Schedule B.
- 4.02 Without limiting section 11.02 or any other right of the Province in law or in equity, the Province may require the Recipient to pay to the Province any amount of the Contribution which the Recipient has used in contravention of section 4.01.
- 4.03 The Recipient must repay to the Province within **60** days of the Termination Date any portion of the Contribution that has not been expended by the Recipient for the Project on the Termination Date, unless otherwise agreed in writing by the Province.

## **REPORTS**

- 5.01 The Recipient will provide the Reports in accordance with **Schedule A**.
- 5.02 The Recipient hereby grants to the Province a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Reports, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute all or any part of the Reports, and the right to sublicense or assign to third-parties any or all of these rights. Upon the Province's request, the Recipient must provide the Province with documents satisfactory to the Province that irrevocably waive in the Province's favour, and in favour of its sublicensees or assigns, any moral rights that the Recipient (or its employees) or its contractors (or their employees) have in the Reports.

- 5.03 The Recipient will not include any information in the Reports which constitutes "personal information" within the meaning of the *Freedom of Information and Protection of Privacy Act* (British Columbia).
- 5.04 The Recipient will provide copies of its annual public reports to the Province, if any.

#### **AUDIT**

- 6.01 The Recipient will establish and maintain for a period of not less than seven years from the expiration or termination of this Agreement accurate books of account and records, following generally accepted accounting principles, in relation to the Project, including but not limited to: all expenditures and revenues, all contracts and agreements, invoices, receipts and other records relating to Recipient's use and expenditure of the Contribution.
- 6.02 The Recipient will grant the Province and its agents access, at any reasonable time and on reasonable notice to the Recipient, to the Recipient's premises to inspect and, at the Province's discretion, copy any of the records referenced under section 6.01. The Recipient will provide reasonable assistance to the Province to allow the Province to exercise its rights under this section.

#### **INDEMNITY**

- 7.01 The Recipient agrees to indemnify and save harmless the Province and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of its employees or agents may sustain, incur, suffer or be put to at any time during or following the Term which are based upon, arise out of or occur, directly or indirectly, by reason of, (a) any breach or inaccuracy of any representation or warranty made by the Recipient in this Agreement; or (b) any breach or failure by the Recipient to perform or fulfil any covenant, condition, or obligation of the Recipient contained in this Agreement; or (c) any act or omission by the Recipient or by any of the Recipient's agents, employees, officers, directors or subcontractors in connection with this Agreement, including any act or omission that results in a third party intellectual property infringement claim against the Province.

#### **PUBLIC STATEMENTS**

- 8.01 The Recipient will not make any public statements or communications about the Contribution or otherwise with respect to this Agreement or any Province involvement in the Project without the Province's prior written approval, which may be withheld by the Province at its discretion.

8.02 The Recipient will ensure that the Province

- (a) is provided all relevant materials in advance of any approval referenced in section 8.01;
- (b) is given a reasonable opportunity to review such materials; and
- (c) gives its prior approval regarding the content and timing of all such public communications.

#### **PROVINCE INTELLECTUAL PROPERTY**

9.01 The Recipient will not use any logo, trademark, official mark or other branding of the Province (collectively, "**Branding**") except and in accordance with the Province's prior written approval. Any and all use by the Recipient of any Branding will be in the form provided by the Province and will comply with the graphic standards and any conditions communicated by the Province to the Recipient from time to time.

#### **REPRESENTATIONS AND WARRANTIES**

10.01 The Recipient represents and warrants to the Province, with the intent that the Province will rely on such representations and warranties in entering into this Agreement, that:

- (a) it is a municipality or regional district, as the case may be, duly incorporated under applicable legislation;
- (b) it has the power and capacity to accept, execute and deliver this Agreement, and the execution of this Agreement has been duly and validly authorized by all necessary proceedings under applicable legislation and bylaws;
- (c) this Agreement is binding upon, and enforceable against, the Recipient in accordance with its terms;
- (d) all information, certificates, statements, documents and Reports furnished or submitted by the Recipient in connection with this Agreement will be true and accurate on the date of delivery and will remain true and accurate throughout the Term;
- (e) the Recipient has sufficient trained staff and resources in place to fulfil its obligations under this Agreement;

- (f) the Recipient will administer the Contribution for the Project in compliance with its covenants and obligations under this Agreement; and
  - (g) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency, or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement.
- 10.02 If any representation, warranty, certificate, document or Report becomes untrue or inaccurate during the Term, the Recipient shall promptly advise the Province.
- 10.03 The provisions of sections 10.01 and 10.02 will continue in full force and effect notwithstanding the fulfillment by the Recipient of any or all of its obligations under this Agreement or the grant by the Province to the Recipient of any or all of the monies that the Province has agreed to provide to the Recipient pursuant to this Agreement.

## **DEFAULT**

- 11.01 Any of the following will constitute an Event of Default of the Recipient under this Agreement:
- (a) The Recipient fails to comply with a provision of this Agreement;
  - (b) any representation or warranty made by the Recipient in this Agreement is untrue or inaccurate;
  - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is materially untrue or inaccurate;
  - (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
  - (e) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and

- (f) the Recipient substantially ceases to operate in accordance with its established mandate.
- 11.02 If an Event of Default occurs the Province may at its discretion and without limitation:
- (a) terminate this Agreement by written notice from the Province to the Recipient;
  - (b) if the Province believes, in its discretion, that the Event of Default is capable of being cured by the Recipient:
    - (i) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
    - (ii) the Recipient must provide the Province with written notice of such cure by the conclusion of the time period specified in the notice and include, in particularity and in detail, reasonable detail of how the Event of Default has been cured; and
    - (iii) any failure by the Recipient to rectify such Event of Default within the time period specified in the notice to the Province's satisfaction, as determined by the Province in its discretion, will be a breach of this Agreement by the Recipient;
  - (c) specify amounts, not to exceed in total the Contribution, that have not been accounted for and applied by the Recipient, that, within 30 business days of actual or deemed receipt by the Recipient of notice given by the Province to the Recipient, will become due and be payable by the Recipient to the Province;
  - (d) require the Recipient to make public the fact that an Event of Default has occurred; and
  - (e) pursue any remedy or take any action available to it at law or in equity.

## **NOTICES**

- 12.01 Any notice, document, statement, report or demand desired or required to be given or made pursuant to this Agreement must be in writing and may be delivered by courier, by personal delivery or by electronic transmission (including email) from either party as follows:
- (a) if to the Province:

Partnerships, Engagement and Legislation Division  
Ministry of Emergency Management and Climate Readiness  
Block A, Suite 200 – 2261 Keating Cross Road  
VICTORIA British Columbia  
V8M 2A5  
Email: [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca)  
Attention: Executive Director, Indigenous Agreements

(b) and if to the Recipient:

City of Prince George  
1100 Patricia Blvd  
Prince George, BC  
V2L 3V9  
Email: [walter.babicz@princegeorge.ca](mailto:walter.babicz@princegeorge.ca)  
Attention: Walter Babicz, Chief Administrative Officer

Any such communication will be conclusively deemed validly given to and received by the intended recipient on the day on which it was so delivered or transmitted unless received after 5:00 pm (local time in the place of receipt) in which case it will be deemed to be given on the next business day.

12.02 Either party may, from time to time, give written notice to the other party of any change of address or email of the party giving such notice and after the giving of such notice, the address or email therein specified will, for purposes of this Agreement be conclusively deemed to be the address or email of the party giving such notice.

## **APPROPRIATION**

13.01 Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province in any fiscal year or part thereof when any such payment may be required, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in section 13.01(a).



## **RELATIONSHIP**

- 14.01 No partnership, joint venture, agency, or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 14.02 The Recipient will not be a dependant contractor or employee of the Province under this Agreement.
- 14.03 The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm or corporation in connection with this Agreement.

## **NON-WAIVER**

- 15.01 No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.
- 15.02 The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.

## **ENTIRE AGREEMENT**

- 16.01 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

## **FURTHER ACTS AND ASSURANCES**

- 17.01 Each of the parties will, upon the reasonable request of the other, make, do, execute, or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

## **TIME OF ESSENCE**

- 18.01 Time will be of the essence of this Agreement.

## **SURVIVAL OF PROVISIONS**

- 19.01 Sections 3.01, 3.03, 4.01, 4.02, 4.03, 5.01, 5.02, 5.03, 6.01, 6.02, 7.01, 8.01, 8.02, 9.01, 10.01, 10.02, 10.03, 11.01, 11.02, 12.01, 12.02, 13.01, 14.01, 14.02, 14.03, 15.01, 15.02, 17.01, 19.01, 20.01, 20.08, 22.01, 22.02, 22.03 and any other

sections of this Agreement which by their nature are intended to survive the termination of this Agreement and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **INTERPRETATION**

- 20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 20.02 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 20.03 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.
- 20.04 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
- 20.05 If any provision in this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.
- 20.06 Any reference to the Province's "discretion" means the Province's sole, absolute and unfettered discretion.
- 20.07 The terms "section" and "schedule" refer to sections and schedules within this Agreement.
- 20.08 Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or the Recipient of any statutory power or duty.

## **ASSIGNMENT**

- 21.01 The Recipient will not, without the prior written consent of the Province assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement.
- 21.02 This Agreement will enure to the benefit of and be binding upon the Recipient and its successors and permitted assigns and the Province and its assigns.

## **DISPUTE RESOLUTION**

22.01 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally determined by arbitration under the *Arbitration Act* (British Columbia) and:
  - (i) the arbitration will be administered by the Vancouver International Arbitration Centre and will be conducted in accordance with its Rules of Arbitration;
  - (ii) there will be a single arbitrator;
  - (iii) British Columbia law is the applicable law; and
  - (iv) the decision of the arbitrator will be final and binding on the parties.

22.02 Unless the parties otherwise agree in writing, an arbitration or mediation under section 22.01 will be held in Victoria, British Columbia.

22.03 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 22.01 other than those costs relating to the production of expert evidence or representation by counsel.

**COUNTERPARTS AND ELECTRONIC DELIVERY**

23.01 This Agreement may be entered into by each party signing a separate copy of this Agreement and delivering it to the other party. When taken together, they will be treated as one and the same agreement. Delivery of a signature page by electronic means (including by facsimile or in PDF format) will be as valid and effective as delivery of an original. A party that delivers a signature page by electronic means agrees to provide an original signed counterpart if requested to do so by the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as set out below.

SIGNED on behalf of His Majesty the )  
King in Right of the Province of )  
British Columbia by a duly authorized )  
representative of the Minister of )  
Emergency Management and Climate )  
Readiness )  
this \_\_\_\_ day of \_\_\_\_\_2024 )  
)

\_\_\_\_\_  
For the Province

\_\_\_\_\_  
Print Name

SIGNED on behalf of the Recipient )  
by a duly authorized representative )  
this \_\_\_\_ day of \_\_\_\_\_2024 )  
)

\_\_\_\_\_  
For the Recipient

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title (If Applicable)

## **Schedule A**

### **Eligible Activities and Reporting Requirements**

The Recipient will choose Eligible Activity(ies) listed in Schedule B towards which the Recipient will apply the Contribution. If an activity is not listed, the Recipient must provide a written description in Schedule B of the intended activity that the Contribution will be applied to.

The choice of Eligible Activity(ies), and activities identified by the Recipient, will make up Schedule B and is the Project for which the Contribution may be applied.

If after Agreement signing there are changes to the Project (Schedule B) originally submitted, the Recipient will email the Province at [EMCR.IERFunding@gov.bc.ca](mailto:EMCR.IERFunding@gov.bc.ca) with details of the proposed changes.

### **Optional Survey**

In September 2024, Recipient will be requested to fill out an online survey, as part of initial review of the Indigenous Engagement Requirements Funding Program. In this survey the Recipient will share which Indigenous engagement requirements (activities) they worked towards implementing (how, and with whom).

### **Reporting Requirements**

Reporting requirements are to support management and evaluation of the funding program. If the Recipient has chosen to pool Contribution funds with other Recipients, reporting requirement obligations may be shared.

### **Final Reporting**

The Recipient must provide the Province with a final report that summarizes the outcome(s) and work completed, including financial reporting, on the selected Project(s). The final report will be required by March 31, 2025. In February 2025, the Province will provide material to support this report, including instructions and a template.

### **Adhoc Reporting**

The Recipient must make all reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

## Schedule B

### Project – Eligible Activity Intake Form

The Province will support activities that are responsive to other identified needs, and amendment to activities (scope change), as well as collaborative efforts through pooling of funds, that will assist with development and implementation of emergency management plans, and the inclusion of cultural safety and Indigenous knowledge in any or all phases of emergency management.

Eligible activities include (but are not limited to) the following:

<b>1) Consultation and Coordination</b>		
1a		Activities where local authorities contact or engage with Indigenous governing bodies and make reasonable efforts to reach agreement on the areas to be described in local authority emergency management plans for the purposes of consultation and cooperation” under s.120 of EDMA.
1b		Engagements to discuss, confirm and document communication protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.

<b>2) Relationship Building</b>		
2a		Activities that strengthen and develop relationships between Indigenous governing bodies and local authorities, and support collaboration in emergency management.
2b		Collaboratively developed or delivered training and preparedness initiatives, to support shared understanding of respective emergency management practices.

<b>3) Planning</b>		
3a		Activities that support collaboration in developing emergency management plans and/or risk assessments; for example, engagements to explore how to incorporate cultural safety and Indigenous knowledge, or how to identify and reduce disproportionate impacts in plans and/or risk assessments.

3b	Activities related to meeting consultation and cooperation requirements related to preparing, reviewing, and revising risk assessments or emergency management plans.
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<b>4) Reconciliation and capacity building</b>	
4a	Activities that support local reconciliation efforts such as meetings, engagements, and training, including building understanding of cultural safety and the integration of Indigenous knowledge in emergency management.
4b	Activities that enable self-determination, and governance of emergency management programs and services.
4c	Planning for and delivering cultural safety and humility training to local emergency management staff and volunteers.
4d	Activities that support First Nations establishing an Indigenous governing body for purposes of emergency management.

<b>5) Agreement Building</b>	
5a	Activities to develop formal agreements about communications protocols that help local authorities understand which entities to consult, engage, coordinate, and cooperate with, when and how, through any or all phases of emergency management.
5b	Meeting to review the effectiveness of agreements.

<b>6) Proposed Activity Description Relating to IER, if Not Listed Above</b>	

**Proposed Activity Description Relating to IER if Not Listed (Continued)**